

# The Solicitors' Journal.

LONDON, JUNE 14, 1884.

## CURRENT TOPICS.

MR. ARTHUR CHARLES, Q.C., has been nominated for appointment as Chancellor of the Diocese of Southwell.

THE LIST of appeals in the paper for the Trinity Sittings contains 162 final and 25 interlocutory appeals from the Chancery Division; 11 from the County Palatine of Lancaster; 92 final and 41 interlocutory appeals from the Queen's Bench Division; 14 from the Probate, Divorce, and Admiralty Division, with assessors; and 19 from the London Bankruptcy Court; making in all 364, besides 7 standing over, and 3 standing for judgment, or a total of 374. At the commencement of the last sittings the total was 383, and a year ago 296.

THE CHANCERY CAUSE LIST for the Trinity Sittings contains 148 causes and adjourned summonses before Vice-Chancellor BACON; 165 before Mr. Justice KAY; 218 before Mr. Justice CHITTY; 90 before Mr. Justice NORTH; and 236 before Mr. Justice PEARSON; being in all 857. Last sittings the total was 867, and a year ago 850. It will be observed on examination of the list that the witness actions before the five chancery judges number 422, and the adjourned summonses 152. In the Queen's Bench Division, the list contains 1,053 causes, besides 6 standing for judgment, and 23 bankruptcy cases before Mr. Justice CAVE, being a total of 1,082, as against a total of 1,061 last sittings, and 720 a year ago. The most remarkable feature in this list is that, while there are 493 cases for trial with juries, there are no fewer than 439 for trial without juries. In the list of the Probate, Divorce, and Admiralty Division there are 45 probate cases; 265 matrimonial causes, of which 169 are undefended; and 35 are to be tried with juries; and there are, moreover, 66 matrimonial causes standing over. The list of admiralty cases numbers 40. The total of this list is 452; while, at the beginning of the Easter Sittings, the total was 395, and, at the Trinity Sittings, 1883, it amounted to 301. On the whole list for the High Court and the Court of Appeal, the grand total is 2,400 cases, as against 2,706 cases at Easter, 1884, and 2,326 cases at Trinity, 1883.

WHEN THE ACT under which the Public Prosecutor was appointed was before Parliament, we remarked that we did not see that any considerable gain to the public was likely to result from it, and the report on the office of Public Prosecutor which has been issued this week shows that our anticipations were correct. The committee recommend, in effect, a return to the old state of things, under which Government prosecutions were conducted by the Treasury Solicitor. It is proposed that he should have the words *Director of Public Prosecutions* added to his official title, and that there should be two distinct branches in his office, one for civil and the other for criminal business, each presided over by an assistant solicitor. But the important part of the report is the suggestion that, "with a department thus constituted, it will be unnecessary, except possibly on rare occasions of extreme pressure, to have recourse to the services of any outside London agents for assistance in criminal and civil business." The committee recommend, however, that the agency system should be retained in country prosecutions. The suggestions of the committee as to London prosecutions may tend to economy, but the question is whether the saving will not be dearly bought by the decreased efficiency with which the detailed

work of criminal prosecutions is likely to be performed by Government officials.

THE COURSE adopted by one of the judges of the Liverpool County Court in refusing to approve resolutions for composition under the new Bankruptcy Act, to which we referred last week, has also been followed by the registrar of the Coventry County Court. In a case last week, in which the creditors had unanimously resolved to accept a composition of five shillings in the pound, the registrar declined to sanction the composition, on the ground that the debtor had committed four of the acts mentioned in sub-section 3 of section 28—viz., that he had neglected to keep proper accounts, that he had continued to trade after knowing himself to be insolvent, that he had contracted a debt proveable in bankruptcy without having at the time of contracting it any reasonable or probable ground of expectation of being able to pay it, and that he had on a previous occasion made a statutory composition or arrangement with his creditors. This is not, however, the view of the Act taken by all the courts exercising jurisdiction in bankruptcy, and, in the interest of uniformity of practice, it is very desirable that the directions of the Court of Appeal should be obtained with regard to these matters as soon as possible. We do not attempt to anticipate what the ultimate decision in the cases now pending on appeal may be, but we may venture the remark that if compositions acceptable to the whole or to the bulk of the creditors are, as a general rule, to be vetoed by the court on these grounds, the Act is not likely to gain ground in the esteem of creditors.

A DIVISIONAL COURT, STEPHEN and WILLIAMS, JJ., has decided, in *Reg. v. Haslehurst*, that vestries and guardians have power to pay Roman Catholic workhouse chaplains out of the poor rates, and it is impossible to say that the decision is incorrect. Looking, however, to the care with which Parliament has, in successive Poor Law Acts, dealt with all parts of the question except that of payment out of the rates, it is, perhaps, to be regretted that this part of the question was not provided for by statute also, instead of being left to depend upon the construction of the somewhat ambiguous orders of the Local Government Board. The 19th section of the Poor Law Act, 1834 (4 & 5 Will. 4, c. 76), provides that no rule of the Poor Law Commissioners, now represented by the Local Government Board, "shall oblige any inmate of any workhouse to attend any religious service which may be celebrated in a mode contrary to the religious principles of such inmate," and the 43rd section of the Poor Law Act, 1844 (7 & 8 Vict. c. 101), contains a similar enactment in reference to district asylums and district pauper schools, adding the important proviso that "it shall be lawful at all reasonable times of the day for any minister of the religious persuasion professed by an adult inmate, to visit an asylum at the request of such adult inmate, for the purpose of affording him religious assistance." Finally the Poor Law Act, 1868 (31 & 32 Vict. c. 122), s. 21, provides that "every inmate" of a workhouse "for whom a religious service according to his own denomination shall not be provided in the workhouse, shall be permitted . . . to attend . . . some place of worship of his own denomination within a convenient distance of the said workhouse." This last enactment seems to proceed on the assumption that intra-mural denominational services had been in some way or other already provided for, and provided for at the expense of the ratepayers, and the court has seen its way to put such a construction upon a certain article 51 of the Poor Law Orders of 1867, made under the general powers vested in the Local Government Board by the Poor Law Act, 1834, s. 15, by virtue of which article the guardians or vestries might "employ in the workhouses such persons as they should deem requisite

upon such terms as they might think proper," another article providing that article 51 was not to apply to chaplains, except as to payments to be made, so that an inference was held to arise that chaplains (which term was held not to be restricted to Church of England chaplains) might be paid out of the rates. The decision proceeds upon a liberal construction of article 51, and, as we have said, we are not disposed to question its correctness. It would, however, have been far better if either the Legislature or the Local Government Board had boldly and plainly followed, in respect to workhouses, the reasonable mode of dealing with this difficult question which is observed in respect to prisons by the Prison Ministers Act, 1863 (26 & 27 Vict. c. 79). By section 3 of this statute, "where the number of prisoners confined in any prison, . . . and belonging to some church or religious persuasion differing, in England, from the Church of England, and, if in Scotland, from the Church of Scotland, is so great as, in the opinion of . . . the persons having the appointment of chaplain in the said prison, to require the ministrations of a minister of their own church or persuasion, the said . . . persons may appoint a minister of such last-mentioned church or persuasion," and may award to him, if they think fit, a reasonable sum as a recompense for his services, to be deemed part of the expenses of the prison.

IN THE LAST WEEK'S issue of the WEEKLY REPORTER the reader will find a report of a case (*In re Hazle's Settled Estates*, 32 W. R. 701) which may attract some curiosity, as promising to throw light upon that mysterious phrase, "determinable on life," with which the Settled Land Act has made us familiar. A testator in 1859 devised a hotel, of which he was seised in fee simple, to a lessee for a term of thirty years at the annual rent of £50. By his will, executed in June, 1866, after reciting this lease, he "devised the same to trustees, upon trust to permit his wife to receive the rent thereof for her own use and benefit absolutely during the remainder of the term, if she should so long live; and in case she should die before the expiration of the term, the testator gave the premises to be equally divided among certain persons therein named; and if his said wife should happen to live after the expiration of the term, then the trustees were to sell the premises and invest such portion of the proceeds as would be sufficient to provide an annuity for his wife equal to the rent of the premises; and, subject thereto, the testator gave the residue of the proceeds of sale, and the amount invested after the death of his wife, to be divided equally among the parties before mentioned." After the testator's death, the lessee requested the widow, whom he evidently supposed to be tenant for life of the hotel within the meaning of the Settled Land Act, to accept a surrender of the existing term and to grant him a new lease for twenty-one years at an increased rent. The widow and the surviving trustee of the will, having doubts whether this could be done, took out a summons asking the court to decide whether the widow had the powers of a tenant for life under the Act. Mr. Justice PEARSON held that she had not. The only passages in the Act which seem to be at all applicable to her case are section 58, sub-sections (4) and (6). Section 58 specifies certain persons who, when their estates respectively are in possession, are to have the powers of a tenant for life; and among these (sub-section 4) is "a tenant for years determinable on life, not holding merely under a lease at a rent"; and (sub-section 6) "a tenant for his own or any other life, or for years determinable on life, whose estate is liable to cease in any event during that life, . . . or is subject to a trust for accumulation of income for payment of debts or other purpose." As to the first of these enactments, we must call attention to the extraordinary language which seems to have been used both by the will and by the learned judge. The will seems to have said that the testator "devised the same"—i.e. (as we understand the report), *the lease*; and the learned judge said, "The testator has made a specific gift of a *specific lease*." Now, as the testator had not got the lease, he, of course, could not possibly devise it. His lessee had got the lease, and what the testator had got was *the reversion upon the lease*. This, of course, was what he devised. The widow, being entitled to the rents and profits of the lease (for that is what it comes to) during the rest of the term, could not, without absurdity, be called "a tenant for years," whether "determinable on life" or not; and this consideration seems to

suffice to dispose of the contention that her case comes under either sub-section (4) or sub-section (6) of section 58. She was the exact opposite of a tenant for years—namely, a *reversioner for years* (if we may venture to coin a phrase which would not misbecome the Act's own style), as being entitled to the rents and profits during the rest of the term if she so long lived; and as, on the expiration of the term she would, if living, not have been any longer entitled to the rents and profits of the *land*, she was not tenant for *life* in the ordinary sense of the term.

IT WILL BE REMEMBERED that the Select Committee of the House of Commons on Railway Rates recommended that the Railway Commissioners "should deliver separate judgments when not unanimous." This had been suggested by many of the legal witnesses who gave evidence before the Committee, upon the ground, as one of them put it, that if a railway company had a strong law point, and had the good fortune to secure the opinion of the legal member of the court in their favour, that legal member might, or might not, be overruled by the two laymen on the law point, and yet the railway company would be deprived of the satisfaction of knowing that this was so. From the annual report of the commissioners, just issued, we notice that in some four or five cases separate judgments have been already delivered. In only one of these cases, however (in *Halesowen Railway Company v. Great Western Railway Company and Midland Railway Company*), are we able to observe any substantial difference of opinion. As a general rule, we presume that upon points of law the opinion of the legal commissioner carries the day, and it would be certainly unfair to refuse to state a case for the High Court upon any question as to which this should not be so.

On the first day of the present sittings the bar library in the Royal Courts of Justice, which occupies room 718, immediately over Appeal Court No. 1, was opened for the use of the bar. An experienced librarian has charge of the room, which contains a large number of text-books and books of reference, besides the modern reports. The shelves are at present not fully occupied, a defect which will, no doubt, be remedied in course of time. The room is quiet, being well separated from the rest of the building, and the light afforded is in every way satisfactory. A notice posted up informs readers that no book can be removed from the library, but the inconvenience of such a regulation must be submitted to in the interest of the majority of the bar. The committee of the four Inns of Court who have been appointed to take charge of the library consists of Mr. J. Napier Higgins, Q.C., Sir John Maule, Q.C., Mr. A. Wills, Q.C., Mr. A. J. H. Collins, Q.C., and Messrs. W. P. Joliffe, A. W. Simpson, Francis Turner, and J. Stirling. The four Inns of Court have, in proportion to the number of their members, jointly contributed the sum of £2,000 for the first purchase of books, and have also guaranteed the yearly outlay, including the salary of the librarian and other expenses. The library is open daily during the sittings from ten to four, excepting Saturday, when it will be closed at two o'clock.

A council of the judges of the Supreme Court was held on Tuesday at the Royal Courts of Justice (the Lord Chancellor presiding), when resolutions were passed in favour of the adoption of a scheme of circuit arrangements which may enable the duty of going the circuits to be undertaken for the present by the judges of the Queen's Bench Division, and may prevent as far as possible the absence of more than ten judges from London at the same time. The scheme makes special provision for Liverpool and Manchester, including a suggestion that greater facilities should be given for the trial of chancery causes at those places, and it proposes to make Birmingham an assize town. It is not proposed to discontinue the assizes in any county.

The Royal Courts of Justice Bill came on in Committee of the House of Commons on Monday, when Mr. Gregory protested against the intended raising of the judicature fees from the lower to the higher scale, so as to meet the outstanding debt on the Royal Courts of Justice. These buildings were for the benefit of the public and for the administration of justice, and he did not think that the suitors ought to be specially taxed. This matter required full consideration, and he moved to report progress. Mr. Courtney acquiesced, and progress was reported.



## IMPLIED GRANT AND IMPLIED RESERVATION.

THE case of *Russell v. Watts* (32 W. R. 621, L. R. 25 Ch. D. 559), as it presents itself to the non-legal mind, would almost seem to be the *reductio ad absurdum* of the doctrine laid down in *Wheeldon v. Burrows* (28 W. R. 196, L. R. 12 Ch. D. 31). The material facts were simple. J., a linendraper, commenced the erection of a high building for the purposes of a shop. As originally planned, the interior of the building was intended to be lighted by a glass dome extending over the whole, but this plan was abandoned, and the building was so constructed that it was capable of being divided into several blocks, A., B., C., &c., which were, however, partly dependent on each other for light, and for access from one floor to another. While the building was in the course of erection, J. mortgaged block C. to the predecessors in title of the defendants, who had notice of the general scheme of construction. He subsequently mortgaged block B. to the predecessors in title of the plaintiff. Before the commencement of the action the several blocks had been converted into separate tenements. Many of the rooms in block B. chiefly depended for their light upon block C. The defendants had blocked the plaintiff's windows which looked over their premises, and rendered the rooms so darkened useless for living purposes. Under these circumstances, Vice-Chancellor Bacon granted an injunction. But the Court of Appeal, Lord Justice Lindley dissenting, reversed the decision of the Vice-Chancellor, and held that there was no reservation of light to block B. from block C. Though this decision left the defendants victorious, the opinions for and against them were equally divided. The broad legal question for the consideration of the court was one which had exercised the minds of judges from the earliest times—viz., whether an implied reservation on a sale did or did not stand upon the same footing as an implied grant. The court were unanimous in deciding this question in the negative, and, in fact, no other decision was open to them after Lord Justice Thesiger's elaborate exposition of the law in *Wheeldon v. Burrows*. It only remained to consider whether the circumstances of *Russell v. Watts* were such as to exempt it from the general rule of law.

The law was thus stated by Lord Justice Thesiger:—"On the grant by the owner of a tenement of part of that tenement as it is then used and enjoyed, there will pass to the grantee all those continuous and apparent easements (by which, of course, I mean *quasi-easements*) or, in other words, all those easements which are necessary to the reasonable enjoyment of the property granted, and which have been, and are at the time of the grant, used by the owner of the entirety for the benefit of the part granted. If the grantor intends to reserve any right over the tenement granted, it is his duty to reserve it expressly in the grant." It follows from this view of the law (1) that, if a man has a house and a piece of land adjoining, and sells the house, he may not obstruct the lights of the house; if he sells the land, the purchaser may. (2) If a man has two houses adjoining, and sells one, the purchaser may obstruct the lights of the vendor, but the vendor may not obstruct the lights of the purchaser; and the same observations apply where the owner of a house sells a part of it. Of course, if the vendor afterwards sells the rest of the severed property, the subsequent purchaser can be in no better position than his vendor. If a man has two pieces of land not built upon adjoining each other, and sells one, and the purchaser builds upon it, it has never been suggested that the vendor may not obstruct the lights of the purchaser, and it is at least doubtful whether there can be an easement of light over land without buildings.

The principle of *Wheeldon v. Burrows* involves this curious anomaly, that a grant may be implied of rights which no sane man would ever dream of granting in express terms. It may seem impertinent to question the soundness of a principle which has been approved by two Lord Chancellors, and has been twice adopted with the greatest deliberation by the Court of Appeal, but it appears to the lay mind so curiously incomprehensible; it has been the subject of so many conflicting decisions, and has been so strenuously opposed by text-writers of authority, that we need no further apology for not allowing the matter to rest until it is finally settled by the House of Lords.

That principle is always alleged to be founded upon the well-

known maxim that no man may derogate from his grant. But to deduce from that maxim the principle that everything that is not expressly granted is granted by implication, and that nothing which is not expressly reserved is reserved by implication, is surely begging the question what is included in a grant. The argument appears to come to this, that because a man may not derogate from his grant, therefore he must be presumed to have granted everything which he has not granted. The opposite contention is that, where property is severed, all continuous and apparent easements which are necessary to the reasonable enjoyment of either part of the property, as it was at the time of the conveyance, must be presumed to be granted or reserved as the case may be. This is no new contention. It was accepted in *Nicholas v. Chamberlain* (Cro. Jac. 121), in the reign of James I., though subsequently in *Tenant v. Goldwin* (6 Mod. 314) the court arrived at a contrary conclusion, while in *Palmer v. Fletcher* (1 Lev. 122) the judges were unable to agree. In later times it has been supported by the cases of *Pyer v. Carter* (5 W. R. 371, 1 H. & N. 916) and *Richards v. Rose* (9 Ex. 218), though they are outnumbered by the cases on the other side. We venture, however, to submit that, notwithstanding the weight of authority against it, it is the only reasonable and sensible view of the law, as it is unquestionably the only view which adapts itself to all cases.

It was expressly stated by Lord Justice Thesiger in *Wheeldon v. Burrows* that the decision in *Pyer v. Carter* went upon the principle that there was no distinction between implied reservation and implied grant. That case was declared by Lord Justice Mellish to be "good sense and good law." We must, however, admit that so long as *Wheeldon v. Burrows* and *Russell v. Watts* remain unimpeached, the latter part of the dictum, at any rate, no longer holds good. *Pyer v. Carter* had been preceded by *Richards v. Rose*, which was a case of mutual support between two adjoining houses. It was there held that the question of priority of title was immaterial, and it was stated by Baron Parke in the course of the argument that neither party would have been entitled to obstruct the lights of the other. It is quite possible that the court in *Richards v. Rose* only intended to apply the principle for which we contend where, from the nature of the severed property, the different parts were mutually interdependent for necessary easements. It is true that there is nothing in the language of the judgment to warrant this restricted construction; but in *White v. Bass* (7 H. & N. 722), where there was no question of mutual easements, Lord Chief Baron Pollock (the same judge who delivered the judgment of the court in *Richards v. Rose*) decided in opposition to *Pyer v. Carter*. The circumstances of *Pyer v. Carter* are also not inconsistent with this narrower view, though the judgment is. The same view was apparently entertained by Lord Justice Cotton in *Russell v. Watts*, as he expressly exempts the case of mutual easements from the operation of the general rule laid down in *Wheeldon v. Burrows*. But whatever may be the precise effect of *Richards v. Rose*, that decision was based upon the palpable absurdity of allowing the first vendee of one of a row of houses to withdraw his support from his neighbour's houses and reduce them to a mass of ruins.

It cannot be denied that, taking the general rule of law to be as stated in *Wheeldon v. Burrows* and *Russell v. Watts*, it is subject to very wide exceptions. Lord Justice Cotton mentions two—(1) where there is a mutual easement; (2) where there is an easement of necessity, as a way. But he seems to admit that there might be an easement of necessity as to light, though, in his lordship's opinion, the kind of necessity which would warrant an implied reservation must be something much more stringent than that from which the court would imply a grant. In *Russell v. Watts* the plaintiff's rooms were rendered practically uninhabitable by the loss of light, yet that was not a sufficient necessity. A third exception—that of contemporaneous conveyances—was held by Lord Justice Cotton to be no exception at all, on the ground that each of the grantees was looked upon as taking from the grantor, while he had still the power to give it, what he was entitled to get; but we believe this ingenious method of accounting for the law on contemporaneous conveyances to be of recent origin. Lord Justice Fry declined to decide whether light could be regarded as an easement of necessity, and Lord Justice Thesiger, in *Wheeldon v. Burrows*, doubted whether such an easement was not confined to ways. Lord Justice Lindley accepted *Wheeldon v.*

*Burrows* without comment; but considered that there was, throughout the whole transaction, a degree of mutuality in the relations between the parties which rendered it inequitable for any one party to insist upon rights inconsistent with the general scheme of building. We do not despair that the question may yet be settled by the House of Lords on what we have endeavoured to prove is the only sound basis. In the meantime, we can but bow to authority, in the hope that we may some day learn to appreciate the reason of the rule that there is all the difference in the world between an implied grant and an implied reservation.

## INCORPORATED BUILDING SOCIETIES AND MORTGAGOR MEMBERS.

THE case of *Municipal Permanent Investment Building Society v. Kent*, the decision of which has been looked for with anxiety by a large number of persons interested in building societies, has been decided by the House of Lords, and a report will be found in last week's issue of the WEEKLY REPORTER (p. 681). The point at issue was one of great practical importance to these societies. The Building Societies Act, 1874, provides (section 16) that "the rules of every society hereafter established under this Act shall set forth . . . 9. Whether disputes between the society and any of its members, or any person claiming by or through any member, or under the rules, shall be settled by reference to the court [i.e., the county court], or to the registrar [of friendly societies], or to arbitration." One of the rules of the appellant society (which was incorporated under the Act of 1874) provided that, "in case of dispute arising between the society and any members thereof," it should be settled by arbitration. The respondent was a member of the appellant society, who had obtained advances in right of his shares, which advances were, in the usual manner, secured by a mortgage to the society of certain property, under which the mortgage-money was to be repaid by monthly instalments, a fine being payable by the mortgagor in case of default in payment of any instalments; and the society were also empowered to enter into possession of the mortgaged property on such default. The respondent made default in payment of some instalments of the mortgage-money; the society entered into possession, and then brought an action against the mortgagor to recover the instalments and fines. The respondent alleged that the jurisdiction of the court was ousted by the rule providing for the reference of disputes between the society and any members thereof to arbitration. The question was whether the rule related solely to disputes between the society and any of its members in their capacity as members, or whether it extended to disputes and claims between the society and members who were also mortgagors of the society.

In *Mulkern v. Lord* (27 W. R. 510, L. R. 4 App. Cas. 182) it was held by the House of Lords that in the case of building societies not incorporated under the Act of 1874, a rule providing that "any dispute arising between the society and any member thereof" should be settled by arbitration pursuant to 10 Geo. 4, c. 56, s. 27, did not exclude the jurisdiction of the courts upon questions arising out of mortgages executed between members and the society. The main ground on which the House of Lords based their decision appears to have been that the provisions of 10 Geo. 4, c. 56, s. 27, under which disputes between the society and its members are to be referred to justices of the peace or to arbitrators, could not be intended by the rule of the society to be applied to the decision of matters involving such important legal questions as the rights of mortgagor and mortgagee. It was absurd, they thought, to suppose the questions relating to foreclosure and redemption could be intended to be referred to the decision of justices of the peace. But the earlier decisions upon the same question were based upon the broader ground, that a question arising out of breaches of contract in a mortgage deed executed to a building society by one of its members was a dispute, not between the society and the defendant as a member of the society, but between them as mortgagor and mortgagee. "It," said the Lord Chief Baron in *Morrison v. Glover* (4 Ex. 430), "any other rule be established than this, that matters in difference between the society and its members, in the character of members, can alone be referred to arbitration; if we go one step

beyond that, then extraneous matters of any kind which may happen to be in dispute between the society and any of its members ought to be the subject of a reference. It appears to us, therefore, that the words 'matters in dispute' must be read matters in dispute between the society and its members as members, and not in any other capacity." (See also *R. v. Trafford*, 4 E. & B. 122, and *Farmer v. Giles*, 8 W. R. 649, 5 H. & N. 753; especially the judgment of Bramwell, B., in the latter case.)

In the case of societies incorporated under the provisions of the Act of 1874, the ground of decision in *Mulkern v. Lord* has been removed; for, as already mentioned, the rules of a society under that Act can only provide for settlement of disputes by reference to the County Court, or to the registrar, or to arbitration. Before the recent decision in the House of Lords, the current of authority had set strongly in favour of the view that the effect of a rule referring disputes between a society and its members to arbitration was to exclude the jurisdiction of the courts as to all questions between a member and the society. Thus, in *Wright v. Monarch Investment Building Society* (L. R. 5 Ch. D. 726), the late Master of the Rolls held that an action by a mortgagor member against a mortgagee society for an account could not be maintained, and, in *Haek v. London Provident Building Society* (31 W. R. 392, L. R. 23 Ch. D. 103), the decision in *Wright's case* was practically affirmed. In that case the late Master of the Rolls based his decision on the grounds, first, that, even if the rule was to be read as referring only to disputes between the society and a member, as member, the claim of an account against the society by a mortgagor member was a "matter in dispute between the society and any member," because the mortgage was "a transaction by the plaintiff as a member of the society"; it was simply a security for his subscriptions and fines; but, secondly, that the court were not at liberty to insert in the rule the words "as member"; the terms being general enough to cover all disputes between the society and any member; and, thirdly, that the absurdity of referring such disputes to a justice of the peace had been removed in the case of societies incorporated under the Act of 1874.

In the recent case a majority of the House of Lords has affirmed these decisions, and has held that an action by a mortgagee society against a mortgagor member is a dispute between the society and a member within the meaning of the rule, and, therefore, that the jurisdiction of the courts is ousted. The judgments discard to a considerable extent the grounds suggested by the late Master of the Rolls, and proceed mainly upon a consideration of the whole of the provisions of the Act of 1874 relating to the settlement of disputes between the society and its members. Thus Lord Blackburn points to the provisions of section 16, which section provides what the rules of the building society "shall set forth." There must be in the rules provisions as to the terms on which mortgages may be redeemed. The provisions as to disputes between the society and any of its members (which, he thinks, must include disputes as to the terms on which mortgages may be redeemed) being settled by reference to the court, or to the registrar, or to arbitration, he considers, exclude the notion of such disputes being disposed of in any fourth way, such as suing in a superior court. The provision of section 35 that, where the matter is one which, by the rules, should be referred to arbitration, and one party has not, within forty days, complied with a request to join in appointing arbitrators, or the arbitrators have not made an award, the court (i.e., the county court) may hear and decide the dispute, he thinks, is equivalent to an enactment that no other court shall, in such a case, do so. And the 36th section, which not only makes the determination by arbitrators, or by the court, or by the registrar, final and conclusive, but provides that a case may be stated on any question of law, Lord Blackburn thinks "goes very far to remove any argument that the Legislature could not have intended to refer questions of law to such a tribunal."

On the other hand, Lord Selborne, who dissents from the decision of the majority of the House, rests his judgment on the ground taken by the Lord Chief Baron in *Morrison v. Glover*. He says, "I think it is manifest that, although the 'disputes,' for the settlement of which [the sections of the Act of 1874 and the rules] provide are not (as in the former Act) in so many words defined as 'any matter in dispute between the society or any person acting under it, and an individual member thereof, or person claiming on account of any member thereof,' yet the sense of the shorter form of expression, 'disputes,' is the same. It cannot possibly be sup-



posed to extend to questions between the society and strangers; and the repeated reference to the rules appears to me also to show that disputes arising under the rules must be intended;" and he adds that "such rights as that of foreclosure, and others which may arise out of breaches of covenants in deeds, do not necessarily imply a 'dispute' as a condition precedent to their appropriate legal or equitable remedies, unless that word should be extended considerably beyond its natural and ordinary sense."

We confess, if we may humbly say so, that we think Lord Selborne was right in his interpretation of the provisions of the Act and rules; but it is unnecessary to discuss the question at length. The point has now been finally settled that, in the case of building societies incorporated under the Act of 1876, all disputes between a society and any member must be settled in such of the modes provided by section 16 as may be mentioned in the rules—that is, as the case may be, either by a county court, or the registrar, or by arbitration. The result is that where the rules of such a society provide for the reference of disputes to arbitration, the society cannot enforce their mortgage securities otherwise than by sale or a reference under the Act.

## RECENT DECISIONS.

### APPOINTMENT OF NEW TRUSTEES.

(*Hardaker v. Moorhouse*, North, J., 32 W. R. 638.)

Mr. Lewin, in his book on Trusts (p. 570, 7th ed.), says that, "if a tenant for life has a power of appointing new trustees, and sells his life interest, the power can no longer be exercised by himself alone, for it is unreasonable that he should nominate a trustee to the prejudice of the person to whom he has alienated the beneficial interest. If he has only mortgaged his life interest, he may not be able to appoint a trustee behind the back of the mortgagee, but there can be no objection to such an exercise of the power if it be done with the consent of the mortgagee." He cites *Alexander v. Mills* (19 W. R. 635, L. R. 6 Ch. 124) in support of this proposition, but that was the case of an absolute alienation of his interest by a tenant for life who had a power to consent to a sale by trustees; and the decision there was that the power was not extinguished by the alienation, counsel for the appellant admitting (see L. R. 6 Ch. App. 127) that it could not be exercised by the tenant for life to the prejudice of the alienee. In the present case the question arose (so far as we know for the first time) with regard to the effect upon the exercise of a power to appoint new trustees of a mortgage of his whole interest by the donee of the power. Mr. Justice North held that the power could be executed by the donee without the concurrence of the mortgagees. His decision is based on grounds which appear to apply equally to the case of an absolute alienation of his interest by the donee of the power. He holds, as we understand his judgment that the question is to be determined altogether by the terms of the power to appoint new trustees, and the general scope of the deed in which that power is contained. Under the settlement containing the power in the recent case, the trustees were to receive the whole income of the settled property, and hold it in trust to pay out of it an annuity to a woman, and, subject thereto, in trust for the donee of the power absolutely. Mr. Justice North said: "In deciding whether the power was intended to be exercised only while the [donee] held the estate, I have to consider that, by the terms of the deed itself, there is one case in which, beyond doubt, the power would not be in the same person as the estate. Then, again, the words in the power are 'during his life,' not 'while he has the property.' If that had been the meaning of the parties it would have been very easy to say so. The power was intended to apply while the trust lasted, and did not contemplate the cesser of the trust by a person not being willing to consent to an appointment. If the consent of the alienee were necessary, a state of things would very probably arise in which such consent could not be obtained, and no trustee could be appointed at all. It cannot have been contemplated that such a state of things should put an end to the trust. It appears to me, therefore, that the true construction must be that which would give [the donee], during his lifetime, liberty to exercise the power whether he has or has not the estate. . . . [The donee] has

the power, during his life, under the settlement. What has taken place since does not deprive him of the power of appointing new trustees, either with or without the concurrence of alienees." The decision is rather a strong one, and we confess we think it somewhat doubtful, having regard to the observation of James, L.J., in *Alexander v. Mills* (L. R. 6 Ch., at p. 133). We are inclined to think that Mr. Lewin's observations contain the rule which should be acted on in practice till the point has come before the Court of Appeal.

## REVIEWS.

### COPYRIGHT.

THE LAW RELATING TO WORKS OF LITERATURE AND ART; EMBRACING THE LAW OF COPYRIGHT, THE LAW RELATING TO NEWSPAPERS, THE LAW RELATING TO CONTRACTS BETWEEN AUTHORS, PUBLISHERS, PRINTERS, &c., AND THE LAW OF LIBEL. WITH STATUTES AND FORMS. By JOHN SHORTT, Barrister-at-Law. SECOND EDITION. Reeves & Turner.

A glance at the title of this work, or, still better, at the table of contents, will show that it deals with two principal subjects—viz., the Law of Copyright (including copyright in designs) and the Law of Libel, to which is added the law relating to the kindred topics of newspapers and literary contracts. When the first edition appeared in the year 1871 we expressed the opinion that, while Mr. Shortt had not succeeded, and was not likely to succeed, in enabling persons engaged in literary and artistic pursuits to dispense with skilled legal assistance, he had produced an excellent treatise on several important and difficult branches of law; that on the subject of copyright he had brought to bear the diligence and accuracy which that subject demanded; and that his book contained more clear thinking and more clear speaking on the subject of libel than was to be found in anything which had appeared since Mr. Starkie wrote. This was high praise, but the general opinion of the profession has indorsed it, and after a somewhat careful examination of this second edition we see no reason to modify what we then said. The length of time which has elapsed since the publication of the first edition, and which may be accounted for, partly by the nature of the subjects discussed, partly by the appearance of some able rival works, has caused a considerable accumulation of decisions, and has brought to the surface some topics for discussion which had not come into prominence when Mr. Shortt first wrote. Conspicuous among these is the question as to the law of blasphemous libel, on which judicial opinion has lately been so much divided. Mr. Shortt discusses this subject very fully, and after weighing the views of Lord Coleridge and Mr. Justice Stephen against one another, concludes by summing up in favour of the opinion of the former—namely, that the offence consists in the manner of the statements made rather than in their matter, and that, if the decencies of controversy are observed, even the fundamentals of religion may be attacked without the offence being committed. Without expressing any opinion upon the merits of the controversy, we may fairly say that Mr. Shortt supports the view which he favours with much ability, and that his observations can hardly fail to receive attention whenever the topic is again discussed. With respect to copyright the book seems to be brought well up to date; indeed, by the aid of a lengthy *addendum*, the author gives almost, if not quite, the entire judgments of the Court of Appeal in *Duck v. Bates*, which will be remembered as having reference to a dramatic entertainment at Guy's Hospital, and was only decided on the 12th ult. We are inclined to think that the book might with advantage have been somewhat compressed by means of a more concise treatment of the cases cited, a large number of which are as fully stated as if the work were a digest of cases rather than a treatise on the law. This is, however, hardly a fault, or, if it be a fault, is one on the side of care and diligence, and the subjects with which the book deals are peculiarly adapted for such fulness of treatment. A more serious defect is that in only rare instances more than one reference is given for the cases cited. For those who possess the reports referred to there will be no difficulty, but the case is different with those who possess only a set of reports not favoured by the author. It would of course have been difficult for all the references to have been given wherever a case was cited, but the practice which has now become pretty general of giving all the references in the table of cases might have been followed. We do not notice that the case of *Post v. March* (29 W. R. 198, L. R. 16 Ch. D. 395) is referred to in the book, which seems a little strange. We have not, however, noticed any other omissions. There is a good index.

### BANKRUPTCY.

A TREATISE ON THE LAW OF BANKRUPTCY; CONTAINING A FULL EXPOSITION OF THE PRINCIPLES AND PRACTICE OF THE LAW, IN-

CLUDING THE CHANGES MADE BY THE BANKRUPTCY ACT, 1883, AND THE LAW AS TO BILLS OF SALE UNDER THE BILLS OF SALE ACTS, 1878 AND 1882, AND THE APPLICATION OF THE BANKRUPTCY RULES AS TO PROOFS BY CREDITORS UNDER SECTION 10 OF THE JUDICATURE ACT, 1875; WITH AN APPENDIX COMPRISING THE STATUTES, RULES, ORDERS, AND FORMS. FIFTH EDITION. By GEORGE YOUNG ROBSON, Esq., Barrister-at-Law. Reeves & Turner.

This new edition has been looked for with a good deal of interest, for, although we have had a great many more or less annotated editions of the new Act, we have not yet had any work dealing with it in the manner characteristic of Mr. Robson's treatment of the former law of bankruptcy. The book in its earlier editions gained the honourable reputation of being entirely original. It was not a compilation of head-notes or extracts from judgments, but almost every page contained in a few words the results of careful consideration of cases and principles. It dealt with each subject with the utmost completeness, noticing wherever necessary the changes effected by successive statutes; and the practitioner generally found an opinion expressed upon points of doubt. We think we may say that the reader will find the same characteristics in the present edition. The provisions of the new Act are excellently stated and skilfully woven into the old law; and the book is full of suggestions upon them of great value to the practitioner. The section on disclaimer by the trustee affords a good illustration of the author's method. He first of all shortly notices the law under the Act of 1849; then passes to the alterations effected by the Act of 1869; and after pointing out the difficulties which arose upon section 23 of that Act, states the provisions of the new Act and Rules intended to meet those difficulties. He then proceeds to construe the new provision, and to apply to it such of the decisions under the old law as are applicable. This appears to us to be done with great care and ingenuity. On all the other subjects we have looked into we have found a similarly satisfactory treatment, and we think we can safely affirm that in its present shape "Robson" will lose nothing of its old reputation. There has been added to the introductory chapter, in which the author traces the history of bankruptcy legislation, a clear and interesting outline of the changes made by the new Act, but we have looked in vain for an indication of the opinion of the author as to the success of the new provisions. All he says is that "time only can show whether the machinery thus provided will be more effectual for the purpose than that provided by previous statutes."

#### THE SERJEANTS-AT-LAW.

THE ORDER OF THE COIF. By ALEXANDER PULLING, Serjeant-at-Law. William Clowes & Sons (Limited).

This handsome volume may be commended to all who are interested in the history of the legal profession in England. For, although the book is professedly devoted to the annals of the coif, and its main object is to show the inexpediency of sweeping away that ancient order, it is by no means confined to these topics. We certainly learn a great deal about the misdeeds and mis-statements of Lord Campbell, who caused the wicked "mandate" attempting to destroy the position of the serjeants to be issued in 1834, and who, we are told, appears "in his writings, as well as in his official proceedings, to have been actuated by a strong feeling of dislike to the order of the coif"; and we also have many reasons urged against the impending extinction of the old order, comparatively little being said of the practical inducement to, or recognition of, that extinction supplied by the sale of Serjeants'-inn; but the book contains a great deal of curious and valuable information of wider interest. Not only does it give us a picture of the serjeants standing by their allotted pillars in Old St. Paul's, clothed in all the glory of scarlet and violet robes, coif and hood, and of their frugal feast on "one hundred fat muttons, fifty-one great veales, thirty-four porkes, and ninety-one pigs," besides vast quantities of game and poultry; and of the serjeants' rings and revels; but the author traces the history of the bar and bench in this country from the earliest period, and incidentally deals with the origin of attorneys and solicitors. He has collected his facts very diligently, and he gives them in an amusing and interesting style. Notwithstanding the statement made by the Lord Chancellor in answer to a question put in the House of Commons in 1877, that "there was nothing to prevent the Crown from creating new serjeants if it were thought expedient to confer the honour, and there are members of the bar who desire that rank," we question whether the author's main object of promoting the continuance of the order will be successful. But he has, at all events, given to the profession a book which ought to meet with a cordial reception as an interesting and valuable contribution to legal history.

#### BOOK-KEEPING.

A SYSTEM OF BOOK-KEEPING FOR SOLICITORS. By MATTHEW HALE. Stevens & Sons.

For an explanation of the object of this work we cannot do better than quote the author's own words in the preface:—"The matters

treated of cannot well be learnt in the short time a solicitor's articulated clerk has at disposal during his term of service. Such time is sufficiently occupied by studying the principles of law in order to pass the examinations. It is not therefore until he has got through his 'final' that he actually needs a knowledge of the important duties which must inevitably fall upon him when carrying on business on his own account. As a rule it is at this period the want of such a work as this is mostly felt, for the simple reason that no pains have been taken to obtain, during articles of clerkship, any idea of what may be termed the interior economy of a solicitor's office. To men who are about commencing business on their own account this work is particularly addressed. It is not in any way expected this system will be adopted by solicitors of many years' standing, who have acquired a habit of keeping their books on a system of their own." The system of book-keeping explained by the author is most complete, and errs only, if at all, on the side of being too elaborate. This, however, is the better side on which to err; for, when once the solicitor has got well grounded in correct principles upon which to keep his books, experience will suggest wherein an elaborate system may be simplified so as not to entail so much work as the more complete system. And it is not only beginners to whom the work may be useful. There are many practitioners of long standing who might also profit by a careful perusal of it.

#### COSTS.

A TREATISE ON THE LAW OF COSTS IN AN ACTION IN THE QUEEN'S BENCH DIVISION AND IN THE COURT OF APPEAL. By W. E. GORDON, Barrister-at-Law. Knight & Co.

The once well-known "Gray on Costs" is quite useless now, and we think a sufficient time has elapsed since the passing of the Judicature Acts for a satisfactory treatise to be written covering its ground. We are not sure, however, whether Mr. Gordon has done wisely to cover the old ground only, and whether his more proper course would not have been to deal with the entire subject of costs in whatever court awarded. However this may be, we think that, in his own restricted field, he has done well. The arrangement is generally good; every case bearing on the subject, so far as we can find out, is noticed; the style is easy; and there is a considerable amount of independent criticism. It would, however, in our opinion, have been more convenient if the few rules dealing specifically with costs had been collected in the appendix—which contains some things scarcely needed, as the Court Fees Order—and had been briefly abstracted in the text, instead of being there given at length. The index is wanting in duplicate titles—thus, we miss "Consultation," "Chambers," and "Increase"—and only two sets of reports are cited in the notes.

#### ACTION IN THE SUPREME COURT.

ELEMENTARY VIEW OF THE PROCEEDINGS IN AN ACTION IN THE SUPREME COURT. By W. D. I. FOULKES, Barrister-at-Law. THIRD EDITION. Stevens & Sons; H. Sweet; and W. Maxwell & Son.

In the third edition of this well-known work, which is an adaptation of the once well-known "Action at Law" of Mr. Smith, of "Leading Cases" celebrity, Mr. Foulkes has reproduced the changes in practice made by the Rules of 1883, and has added a greatly-needed chapter on "matters" and arbitrations. By a wise forbearance, the printing of the rules *in extenso* at the end is discontinued, but the Appendix of Selected Forms is, with proper alterations, retained. We have tested the work in several places, and are glad to find, so far as our examination has extended, that accuracy of statement which is so essential in a work of the kind. The style continues to be as easy as the subject-matter will admit of, and the comment, where offered, is judicious, although of comment, speaking generally, we think Mr. Foulkes has been somewhat too sparing. On such grave subjects, for instance, as the right to a jury and the obligation to give security before interrogating, we think that a mere statement of the practice is not quite enough.

#### PERSONAL PROPERTY.

A TREATISE ON THE LAW OF PERSONAL PROPERTY. By JAMES SCHOULER. SECOND EDITION. VOL. 2. Boston: Little, Brown, & Co.

We have now before us the second volume of Mr. Schouler's very learned and careful treatise, in which he deals with such subjects as "Title by Occupancy," "Accession and Confusion," "Gifts," "Gifts *causa mortis*," "Title by Sale," "Conditions of Sale," "Warranty," "Delivery," "The Statute of Frauds," "Lien," "Mutual Rescission," and "Sales at Auction." There is an admirable table of contents, but the index is rather meagre. The various subjects are



treated with great elaboration and freedom of criticism, and we observe with satisfaction that the text, though much annotated, is not overloaded with notes. Here and there we find a little looseness of treatment, as where in connection with gifts *causâ mortis*—a subject admirably handled as a whole—*Moore v. Moore* (L. R. 18 Eq. 474) is cited for the not very clear statement “that the courts in England are disinclined to sustain gifts of stocks upon a mere delivery of the certificate to the donee.” It is a matter of interest to read that the Supreme Court of New York “has ruled with disrelish, and on the evident assumption that the authorities had left no halting-place,” that such a gift, *causâ mortis*, is good.

## EXAMINATIONS.

A SELECTED DIGEST OF THE QUESTIONS ASKED AT THE BAR AND SOLICITORS' PASS AND HONOUR EXAMINATIONS FROM 1869 TO 1884, WITH ANSWERS, &c. SECOND EDITION. By JOSEPH A. SHEARWOOD, Barrister-at-Law. Reeves & Turner.

Mr. Shearwood says that, as the examinations have increased in difficulty of late years, special attention has been given to answers selected from the papers which have appeared since the last edition; and he has indicated in italics the questions most frequently touched upon. Most of the answers we have examined are correctly given, but we observe that at p. 277, the point of the question as to “what is the difference between a leasing ‘from year to year,’ and a tenancy ‘for a year, and so on from year to year,’” is missed. The reference in the answer should be to *Doe v. Green* (9 A. & E. 658). There are also occasional misprints—e.g., *Smalley v. Hindings*, at p. 105, for *Smalley v. Harding*. Mr. Shearwood thinks that “the only fault that can be found” with the intermediate and final examinations “is the tendency of the examiners to question on obscure and unimportant points or even footnotes.” This is a rather serious fault if it exists, but we confess we do not find much evidence of it in the questions given by Mr. Shearwood.

## CORRESPONDENCE.

## THE LATE TAXING MASTER SHADWELL.

[To the Editor of the Solicitors' Journal.]

Sir,—By the sudden and lamented death of Mr. Alfred Hudson Shadwell, who, for the last twenty-four years, has filled the important office of one of the taxing masters in the Chancery Division of her Majesty's High Court of Justice, the suitors and solicitors have sustained a very serious loss.

A refined English gentleman, as might be expected of a son of the Vice-Chancellor of England, he most faithfully and courteously performed the difficult duties of his office, and with a suavity of manner which greatly facilitated the dispatch of business. The duties of a chancery taxing master, never easy, of late years, owing to the numerous Acts of Parliament and the many important changes made in legal procedure, have become very onerous.

Master Shadwell was thoroughly at home with the old and new practice, and his loss will long be lamented, not only for what he did, but for what he was.

Apparently in full vigour on Friday, the 30th of May, he died on the 31st, and was buried to-day. And here one would fain stop and remain silent, with those mourners who must deeply feel the loss caused by so sudden a bereavement. But the legal world will not stop; its accumulated business must be transacted, although by another. The appointment of a successor is, therefore, a matter of the utmost concern to the suitors and solicitors, to whose loss I have referred above.

The powers and discretions conferred on a chancery taxing master by the Judicature Rules of 1883 are so extensive that they must, of necessity, try the abilities of the most able solicitor. The discretions are so wide and important that a broad, generous, and judicial mind is absolutely necessary to guide and control their exercise.

It is to be hoped that the successor of our lost taxing master will possess those qualities. I think this an opportune moment to repeat what I have said before, that the work in the chancery taxing master's office is so heavy that the full number of taxing masters contemplated by the Act 5 & 6 Vict. c. 103, s. 5, should be appointed. If this were done, their number, instead of remaining eight, would be increased to nine. The suitors' fees are now so considerably increased that, in their interests, I again urge the appointment; and I feel confident that the extra fees which would be earned by the additional master would so far exceed the salaries and expenses of the extra staff that the appointment would cost the country nothing.

Upper Holloway, N., June 7,

JAMES RAWLINSON

## THE NEW PRACTICE.

R. S. C., 1883, ORD. 17, R. 4.—REVIVOR—EXPIRATION OF TIME FOR APPEAL.—UNASCERTAINABLE CLASS—FUTURE RIGHTS—UNNECESSARY PARTIES.—In the case of *Fussell v. Dowding*, before Chitty, J., on the 11th inst., a motion was made under R. S. C., 1883, ord. 17, r. 4, to obtain an order to revive the suit or carry on proceedings therein. It appeared that the suit was commenced in 1872, and judgment given in July of that year by Romilly, M.R. (*Fussell v. Dowding*, 20 W. R. 881, L. R. 14 Eq. 421), to the effect that the plaintiff, who had obtained a dissolution of her marriage, was, notwithstanding that her divorced husband was still living, entitled absolutely, there being no issue of the marriage, to certain real and personal estate settled upon trust for her for life, and after her death, if there should be no issue of the marriage, for her husband for life, with ultimate trusts, in the event of there being no issue of the marriage, for the plaintiff absolutely if she survived her husband; but if she should die in his lifetime, subject to the payment of the income to her husband for life, upon trust for such persons of the plaintiff's blood and kindred as she should by will appoint, and in default of such appointment for such persons as would be entitled thereto under the Statute of Distribution in case she had died intestate and unmarried. A portion of the property settled was, in accordance with the decree in the suit, transferred to the plaintiff. She had recently died, having, by her will, disposed of the property in favour of persons some of whom were not of her kin. Her divorced husband was still alive, and the applicant was one of her next of kin, and desired to appeal from the decree made in 1872. It was submitted in support of the motion that, although the surviving trustee of the settlement was party to the suit, yet he could not be said to represent the next of kin, who were at the date of the decree an unascertainable class. CHITTY, J., said that it was for the purposes of the present application wholly immaterial whether the decree of Romilly, M.R., was or was not right. He, however, would assume that it was right. By it the husband was, as regards the disposition of the settled property, treated as dead, and the decree had been acted upon. No complaint was made as to the propriety and regularity of the proceedings. The simple fact was that the next of kin could not, according to the practice of our courts, be made parties to the suit, because they were a class not ascertainable (*Cloves v. Hiliard*, 25 W. R. 224, L. R. 4 Ch. D. 413). Neither being able to maintain a suit nor being necessary parties, it followed *ex necessitate rei* that they were represented by the trustee. The plaintiff died years after the time limited for appeal, and had lived all that time in the belief of the finality of the decree, and it even appeared that she had made dispositions in favour of the applicant. The question was whether, under the circumstances, the application was one upon which the court would make an order under ord. 17, r. 4. The words in the will were that the court might make an order where it was “necessary” or “desirable,” and these were words which gave the court a discretion. In his opinion the applicant had in no way shown that an order was necessary or desirable. The decree had been worked out. The effect of the decision of the Appeal Court in *Curtis v. Sheffield* (30 W. R. 581, L. R. 21 Ch. D. 1) was that where the only object of the application was for leave to appeal, and there were no special circumstances such as fraud or misrepresentation, or no irregularity as in *Walmesley v. Foxhall* (11 W. R. 792, 1 D. J. & S. 451), the court would make no order when the time for leave to appeal had elapsed. In the present case twelve years had passed by. It was for the general interest of all suitors that a judgment, if purporting to be final, should be acted upon as if final, and to make an order in the present case would be to establish an evil precedent. The trustee represented the next of kin, and the fact that they themselves were not actually before the court was not by itself a ground for making an order of revivor. The motion was refused.—COUNSEL, *Grovenor Woods*, *Romer*, Q.C., and *B. B. Rogers*; *Macnaghten*, Q.C., and *Northmore Lawrence*. SOLICITORS, *Gussette*, *Wadham*, & *Dave*; *Robinson*, *Preston*, & *Stow*.

## PRACTICE APPEALS.\*

(Before FIELD, MANISTY, and LOPES, JJ.)

June 11.—*Hart v. Brown and another*; *Godsall*, Third Party.

Ord. 16, rr. 48, 52.

Where A. contracted to sell goods to B. with a warranty, and himself ordered the goods from C., stipulating for a similar warranty, in an action by B. against A. for breach of the warranty,

Held, that C. was properly brought in as a third party, and that directions to try the question as to the liability of C. to indemnify A. ought to be given.

This was an appeal from an order of Mathew, J., giving directions as to the trial of the liability of a third party under ord. 16, r. 52.

The action was brought for breach of a written contract by the defendant to deliver f.o.b. at Hamburg for shipment to Australia fifty quarter casks of German spirit. The statement of claim alleged that the defendant warranted that the casks should be proper for the purpose and strong. The defendants in due course invoiced to the plaintiff fifty quarter casks, containing a stated number of gallons. The plaintiffs paid as and for the invoiced quantity a sum covering the contract price, the freight, and disbursements made by the defendants. Upon arrival at Melbourne the casks contained less than the quantity invoiced and paid for by 464½

\* Reported by CHARLES CAGNEY, Esq., Barrister-at-Law.

gallons, and it was alleged by the plaintiff that some of the casks had leaked. He accordingly claimed £100 damages for the breach, or, in the alternative, repayment of £68 upon the grounds of a short delivery at Hamburg.

The defendants served notice upon Godsall under ord. 16, r. 48, claiming to be indemnified by him in respect of any liability to the plaintiff upon the grounds, as stated in their affidavit, that, after the contract between them and the plaintiffs had been entered into, they contracted with Godsall for the sale and delivery of the spirit. Their contract with him was in the same terms and conditions, except as regarded price, as those upon which they had previously sold to the plaintiff, and contained the expression, "sound casks fit for export." This contract, which was also in writing, contained no reference to the previous sale by the defendants to the plaintiff. Godsall deposed that he had no notice of any sale to the plaintiff. He himself purchased from a merchant in Dantzic for delivery f.o.b. at Hamburg, and upon receiving the bills of lading he handed them to the defendants, who, upon arrival of the goods in the Thames, transhipped them for Melbourne. He stated that he was not acquainted with the facts as they affected the case between the plaintiff and the defendants, nor whether the plaintiff had an opportunity of inspecting the casks before they were dispatched to Melbourne.

Upon the application of the defendant for direction under ord. 16, r. 52, Mathew, J., ordered that the third party should be at liberty to attend the trial and take such part as he might be advised upon trial of the question whether the casks were good sound casks fit for export at Hamburg, and as to damages in respect of the breach, and be bound whether he should appear or not in respect of those matters.

From this order the third party appealed.

*Bray*, for the third party.—There is no *prima facie* case here for the liability of Godsall to indemnify the defendants. For an implied contract of indemnity it is necessary that the second contract should contain a stipulation to do the very thing which is undertaken by the first: *Per Brett, L.J., Hornby v. Cardwell* (L. R. 8 Q. B. D. 337). Here the second contract does not refer in any way to the first: *Pontifex v. Foord* (L. R. 12 Q. B. D. 152). The third party should be released from the present proceedings: *Schneider v. Batt* (L. R. 8 Q. B. D. 701).

*L. E. Pyke*, for the defendants.

*Horne Payne*, for the plaintiff.

The Court decided that Godsall had properly been brought in as third party, and that upon the affidavits there was reasonable ground for believing that he would eventually be held liable to indemnify the defendants for any liability to the plaintiff for the defects of the casks. There was an express warranty with regard to them in the contract between the plaintiff and the defendants, and that warranty was repeated in similar terms in the defendants' agreement with Godsall. Whether or not upon the facts as at present disclosed the defendants would be liable to nonsuit in a claim for indemnity against Godsall was not the question. At the trial they might supplement this case with further evidence fixing Godsall with notice of the first contract. The court were therefore satisfied that there was a question proper to be tried as to the liability of the third party to make the indemnity claimed, but it was fitting that the order of Mathew, J., should be varied so as to include in the trial the question of the liability of the third party to indemnify the defendants.

Appeal dismissed. Costs as between the defendants and the third party costs in the cause.

Solicitor for the plaintiff, *Montagu*.

Solicitor for the defendants, *Crossfield*.

Solicitor for the third party, *R. Pies*.

[Compare *Speller v. Bristol Steam Company*, ante, p. 495, and *Rich v. Darret*; *Hall, Third Party*, ante, p. 513.]

## BANKRUPTCY CASES.\*

### QUEEN'S BENCH DIVISION.

#### IN BANKRUPTCY.

(Before CAVE, J.)

June 10.—*Ex parte McAlpine, In re McAlpine.*

Bankruptcy Act, 1883, s. 170—Resolutions for liquidation by arrangement—Statement of affairs—Inquiry by court into statement.

This was an appeal from a decision of the county court judge of Wandsworth reversing an order of the registrar for the registration of resolutions for a liquidation by arrangement. The debtor's assets were £1,211, and his liabilities £17,770. The creditors voted for a liquidation, but one objected that this would not be for the general benefit, and stated that an excessive value had been put on the assets, the estate being really valueless. It was contended on behalf of the appellants that the statement of affairs was conclusive, and that nothing would be gained by a bankruptcy.

*Asquith*, for the appellants.

*Daniel Jones*, contra.

*CAVE, J.*, said that the scheme of the Act of 1869 which gave a large discretion to the creditors as to whether there should be bankruptcy or liquidation by arrangement or composition was found not to be satisfactory, and accordingly section 170 of the Act of 1883 provided, while preserving the sections of the Act of 1869 relating to liquidation and composition, that no liquidation or composition should be allowed without

judicial sanction. It was urged in this case that the judge was bound by the statement of affairs and could not go behind it. But how was he to know whether liquidation or composition would be "reasonable and calculated to benefit the general body of creditors" (section 170) without knowing the real condition of the debtor's estate? It was not sufficient to show that under liquidation the creditors would get all they could get by bankruptcy. The judge was right in thinking he was bound to inquire into the statement of affairs, and looking into it there was nothing to satisfy the court that the assets were good. The statement was a sham, meant to delude the court into a belief that there was a substantial estate. The resolutions were passed for the sole benefit of the debtor. The appeal must be dismissed, with costs.

Solicitors, *Wells*; *S. F. Taylor*.

June 10.—*Ex parte Beesty, In re Lowenthal.*

Bankruptcy Act, 1883, s. 102—Jurisdiction—Third parties.

This was an application on behalf of Mr. J. W. Beesty for an order that Messrs. Glyn, Mills, & Co., bankers, should deliver up to him the warrants for certain sheepskins, which had been deposited by the bankrupt with them as security for advances.

The bankrupt, who recently absconded, had carried on business as a woolbroker in Coleman-street, and he purchased the skins in question on behalf of Mr. Beesty for £1,760, of which Beesty paid £1,500 on account. The bankrupt warehoused the skins in his own name, and afterwards pledged them with Messrs. Glyn, Mills, & Co., who claimed to hold them under the Factors Act, and a question of jurisdiction under section 102 of the Bankruptcy Act, 1883, was raised.

*Beddall*, for the application.

*J. Linklater*, for Glyn, Mills, & Co.

*CAVE, J.*, said that by the Act of 1869, the court had jurisdiction, under section 72, over third parties for the purpose of deciding all questions of priorities, and all other questions, whether of law or fact, arising in any case of bankruptcy coming within the cognizance of the court, or which the court might deem it expedient or necessary to decide for the purpose of doing complete justice, or making a complete distribution of property. The jurisdiction thus conferred had been restricted and defined by several decisions. His lordship was of opinion that the present application did not fall within section 102 of the Act of 1873, or that it was necessary for the court to decide it in order to do complete justice and effect a complete distribution of the property. The application must, therefore, be refused, but without costs, the receiver taking his costs out of the estate, and without prejudice to any action which might be brought.

Solicitors, *Stevens, Bawtry, & Stevens*; *Hollams & Co.*, for The Official Solicitor in Bankruptcy.

## CASES OF THE WEEK.

RES JUDICATA—ESTOPPEL—ACTION TO REVOKE PROBATE OF WILL—PRIOR DECISION IN CHANCERY DIVISION OF INVALIDITY OF WILL.—In a case of *Priestman v. Thomas*, before the Court of Appeal on the 11th inst., the question arose whether the defendants to an action in the Probate Division to revoke the probate of a will were estopped from denying that the will was a forgery by a prior judgment to that effect in an action in the Chancery Division. That action was brought by the same plaintiff to set aside a compromise of proceedings in the Probate Division, in which the validity of the will was contested only on the ground that its execution by the testator had been procured by undue influence. The plaintiff afterwards discovered that the will was a forgery. The same persons were parties to the action to set aside the compromise and to the present action. The action was tried in the Queen's Bench Division by a jury, and the jury found that the compromise, so far as related to the interest of the defendant Thomas, was procured by his fraud, and that the will was a forgery. There was a further finding that Thomas was a party to, or was privy to, the forgery. Judgment was given in accordance with this verdict. No step having been taken to set aside that verdict or judgment, the plaintiff brought the present action for the revocation of the probate of the will. The defendants claimed to have the question of the forgery of the will tried by the Probate Division in the action for revocation, but the plaintiff pleaded that the verdict and judgment in the former action estopped the defendants from denying that the will was a forgery. *Hannan, P.* (L. R. 9 P. D. 70), so held, and his decision was affirmed by the Court of Appeal (*BAGGALLAY, COTTON, and LINDLEY, L.JJ.*). *BAGGALLAY, L.J.*, said that no doubt the present action and the action in the Chancery Division were brought for different purposes. His lordship thought there could be no doubt that the Chancery Division had no jurisdiction to set aside a probate already granted by the Probate Division, but it had jurisdiction to decide whether the compromise was valid, and it would not have decided that it was invalid unless it had come to the conclusion that the will was a forgery. That fact was necessary to the decision. It was said that the verdict was not an estoppel, because the question of setting aside the probate of the will could not have been dealt with by the Chancery Division. That argument, however, could not prevail in a case in which all the persons interested in the question whether the will was valid were parties to the action in the Chancery Division. The result might have been different if the parties to the two actions had not been the same. *Corrigan, L.J.*, was of the same opinion. The question of the forgery of the will was not merely incidentally involved in the decision of the action in the Chancery Division; it was the issue in dispute. It was urged that the present action was brought for

\* Reported by C. A. COOK, Esq., Barrister-at-Law.



a different purpose, one not within the jurisdiction of the Chancery Division. That was so; but when the very point had been decided in the other action, the same parties ought not to be called on to litigate it over again in a different court, all the persons interested in supporting the will having been parties to the previous litigation. Though the Chancery Division had no jurisdiction to set aside the will, it had jurisdiction to decide the question whether the will was a forgery. LINDLEY, L.J., was of the same opinion. The question whether the compromise was to be set aside depended entirely on whether the will was a forgery; that was the issue in the action in the Chancery Division.—COUNSEL, *Anderson; C. Russell, Q.C., and Middleton.* SOLICITORS, *Torr & Co.; Bell, Steward, & Steward.*

**MORTMAIN — IMPURE PERSONALTY — MORTGAGE OF INTEREST IN TRUST FUND INVESTED ON MORTGAGE OF REAL ESTATE.**—In a case of *Cornford v. Elliott*, before Pearson, J., on the 11th inst., the question arose whether certain personal estate of a testator was impure personality, so that it could not be bequeathed by him to charitable purposes. The testator had bequeathed to charitable purposes the residue of such part of his personal estate as could by law be so bequeathed. The testator's personal estate consisted at the time of his death in part of a sum of £100, which was due to him on the security of the life estate of a lady in a sum of £3,000, which was derived under the will of her father. The father's will authorized the investment of the £3,000 on (among other securities) real security, and, at the time when the mortgage to the testator was executed, and at the date of his death, the £3,000 was invested in the names of the trustees of the father's will on a mortgage of some freehold houses. Another part of the testator's personal estate consisted of a sum of £800, due to him on the security of a mortgage of the life interest of a widow lady in, and the interest in reversion expectant on her death of one of her two daughters in a moiety of the funds subject to the trusts of the mother's marriage settlement. That settlement authorized the investment of the trust funds on (inter alia) real security, and, at the time of the execution of the mortgage to the testator, and at the date of his death, the greater part of the trust fund was invested in the names of the trustees of the settlement on mortgage of real estate. Another part of the testator's personal estate consisted of a sum of £200, due to him on the security of a mortgage of the same life interest of the same widow lady, and of the interest in reversion of her other daughter in the other moiety of the fund, subject to the trusts of the same marriage settlement. At the date of this mortgage to the testator and at the time of his death the greater part of the trust funds was invested in the names of the trustees of the settlement on mortgage of real estate. The question was whether these three sums respectively could be legally bequeathed by the testator to charitable purposes. PEARSON, J., held that the £100 could be so bequeathed, but that the other two sums could not. He said that as to the £100 the testator did not take any actual interest in the mortgage on which the £3,000 was invested. The mortgagor to the testator had simply a right to receive the income of the £3,000 from the trustees of her father's will. The testator could not, therefore, by means of foreclosure or otherwise, acquire any interest in real estate. It would be stretching the doctrine too far to say that this case came within the Statute of Charitable Uses. The other two sums must be considered together. By means of the two mortgages of the mother's life interest and the interests in reversion of the two daughters, the testator had the control over the whole of the trust funds subject to the settlement, and he might by foreclosing both mortgages have become entitled to the trust funds in the state in which they then were. He might by possibility have made himself the owner of the whole trust fund in the condition of a mortgage of real estate, and that was sufficient to bring the case within the Act.—COUNSEL, *Vernon R. Smith; Yate Lee.* SOLICITORS, *Peacock & Goddard.*

**REAL ESTATE—CONVERSION—HEIR AND PERSONAL REPRESENTATIVE—SALE OF REAL ESTATE OF LUNATIC NOT SO FOUND TO PUBLIC BODY—LANDS CLAUSES ACT, 1845, s. 7.**—In a case of *In re Tugwell*, before Pearson, J., on the 11th inst., the question arose whether money which had been paid into court by a public body for the purchase of real estate of a person of unsound mind, not so found by inquisition, belonged to her heir-at-law or to her personal representative. The Corporation of London were authorized to purchase the land by an Act passed in 1851, with which the provisions of the Lands Clauses Act (except so far as it related to the purchase of lands otherwise than by agreement) were incorporated. In 1852 the corporation gave notice of their intention to take the property. A claim was made on behalf of the lunatic by an uncle who purported to act for her, and the purchase-money to be paid by the corporation was assessed by two surveyors, one appointed by the uncle and the other by the corporation. The corporation paid the money thus assessed into court, and took possession of the land, but no conveyance was ever executed to them. The lunatic having died intestate, the question arose whether her heir or her administratrix was entitled to the fund in court. PEARSON, J., held that the heir, who had presented a petition asking for payment to him, was entitled to it. His lordship said that, but for the decision of Lord Cranworth, when Vice-Chancellor, in the very similar case of *Ex parte Flamank* (1 Sim. N. S. 200), he should have thought it too plain for argument that the character of the property of a person of unsound mind could not be changed except under some statutory power. Having read that case very carefully, he was compelled to say that he was utterly unable to follow it. With all respect for Lord Cranworth, looking at the reasons which he gave for his judgment, it seemed to his lordship impossible to say that the personal representative in that case had acquired any title to the money. He could not consider that section 7 of the Lands Clauses Act authorized, or was intended to authorize, a person of unsound mind himself to do that

which he would otherwise have been incapable of doing. It only enabled the committee of a lunatic to sell. But Lord Cranworth said that, even if the lunatic was not authorized by section 7 to sell, and "therefore the company were not justified in taking his land under the compulsory powers of the Lands Clauses Consolidation Act, still the devisees under his will cannot be entitled to the money. Their claims would be to the land, and not to the money. And it does not lie in the mouth of the company to make the objection, for they have taken the land; and, therefore, they cannot say that there was no authority to take it. Therefore, I can deal with the money in no other way than as if it had been paid for the purchase of land sold by a person seized in fee, and who was competent to sell it." PEARSON, J., said that he had read that passage over a great many times, and, with all respect to Lord Cranworth, he thought it impossible to understand how he could have arrived at such a conclusion. The money was in court, and the person who was entitled to bring ejectment for the land was willing to take the money and confirm the sale, and yet Lord Cranworth arrived at the extraordinary conclusion that the money must be paid out to a person who could not make out a title to the land. The result would be that the land must be taken away from the company because they had bought it from the wrong person, and they must lose the purchase-money too, because, having done so, they could not say that there was no authority to take it. His lordship could not understand why a court of equity, having the purchase-money in its hands, and finding that a mistake had been made which was capable of being set right, should not say, let justice be done by paying the money to the right person.—COUNSEL, *Vernon R. Smith; Northmore Laurence; Sir A. T. Watson.* SOLICITORS, *Wood, Bigg, & Nash; City Solicitor.*

## SOCIETIES.

### UNITED LAW CLERKS' SOCIETY.

The Honourable Mr. Justice A. L. SMITH presided at the fifty-second anniversary festival of the United Law Clerks' Society, which was held at the Freemasons' Tavern on Wednesday. A large company sat down to dinner, amongst whom were the following gentlemen:—Mr. J. S. Dugdale, Q.C., Mr. T. E. Crispe, Mr. M. Luckenstone, Mr. W. Crossman, Mr. R. A. McCall, Mr. J. F. Oswald, Mr. J. Nicholls, Mr. A. Crossman, Mr. W. Crossman, Mr. J. E. Hanks, Mr. E. H. Williams, Mr. C. H. Anderson, Mr. J. Woolf, Mr. A. M. Channell, Mr. W. W. Wood, Mr. G. Wood, Mr. W. C. Well, Mr. R. Ames, the Rev. A. O'Neill, Mr. E. G. Melsheimer, Mr. T. Northmore Lawrence, Mr. C. A. Bannister, Mr. W. O. Danckwerts, Mr. A. Henry, Mr. H. Brandon, Mr. J. J. Reilly, Mr. A. E. Stansfield, Mr. J. Anderson Rose, Mr. E. Andrews, Mr. C. Hope, Mr. D. S. Smith, Mr. F. W. J. Terry, Mr. T. H. Devonshire, Mr. G. N. Morey, Mr. J. Davis, Mr. A. Morram, Mr. D. French, Mr. J. J. Winsor, Mr. C. M. Barker, Mr. C. Baker, Mr. C. S. Routh, Mr. C. T. Room, Mr. R. Pennington, Mr. W. Melmoth Walters, Mr. Mossop, Dr. Thompson (medical officer).

The report, which was distributed among the guests, stated that the progress of the society since the last annual meeting had been highly satisfactory. Each succeeding year furnished ample evidence of the usefulness of the society, not only as regarded the relief it afforded to its members and their families, but many distressed clerks, not members, had, through the instrumentality of the society, been placed in positions of usefulness and respectability, which, without that aid, they would not have been able to occupy. Every member was entitled during his illness to an allowance of one guinea weekly. In the past year fifty-three members had needed and received this allowance, amounting altogether to £425 14s. Including the payments of previous years, the institution had thus assisted its members to the extent of £15,053 3s. There were at present thirty-nine members who had been incapacitated from following their employment, who were receiving an allowance varying yearly from £26 to £36 8s. The interest of £38,783 was required to meet the payments due to these thirty-nine members. Of the cases of illness already adverted to, eight had terminated in death; fourteen other cases of death had also occurred, and the families of these twenty-two members had received together the sum of £1,030. If a member survived his wife, he was entitled on her decease to a sum of £25. During the year six such cases had happened, which had occasioned an additional expenditure of £150. The total disbursement for claims of this kind alone had amounted altogether since 1832 to £25,086 13s. 11d. The payments mentioned were made out of the General Benefit or Principal Fund. Out of the Casual Fund the society relieves distressed law clerks—not members—and their widows. The only conditions necessary to entitle applicants to this relief are, that they shall truly need and deserve it, vouched by the recommendation of a subscriber. The benefit of this fund is also extended to members and their families without recommendation. Seventy-eight cases had come before the committee during the year. After careful inquiry, three were rejected as undeserving or ineligible, and the remaining seventy-five relieved. Members requiring slight pecuniary aid can receive it out of this fund by way of loan, repayable without interest. A sum of £451 8s. had been expended in meeting these various cases, making the total expenditure out of this fund since 1832 £17,822 11s. 6d. Since the last anniversary, the society had sustained a great loss in the death of their senior trustee, Mr. Francis Thomas Bircham. For upwards of a quarter of a century Mr. Bircham had discharged the duties of that office to the great benefit of the society. Mr. Bircham was not only a munificent contributor to the funds, but he exercised his great professional influence to forward its interest upon all occasions, and

through his wise counsel the funds had been judiciously invested, and the society preserved from any loss whatever. The committee had much pleasure in stating that Mr. Nathaniel Tertius Lawrence, of Lincoln's-inn, had kindly consented to fill the office vacated by the lamented death of Mr. Bircham. The gradually increasing number of claimants for the superannuation allowance had led the committee to use every exertion to increase the invested capital, the interest of which must ultimately bear these payments. The General or Principal Fund on the 2nd of April, 1883, amounted to £69,270 19s. 9d., since which £5,167 12s. 7d. (including Mr. Appleton's legacy of £1,000) had been received, and £3,075 15s. 11d. expended. The residue had been added to the capital of the General Fund, thus increasing the amount on the 7th of April, 1884, to £71,362 16s. 5d. The committee had much pleasure in reporting that the contributions of the members alone during the year had amounted to £2,129 18s. 6d. The Casual Fund remained nearly stationary. In April, 1883, the cash in hand amounted to £289 3s. The receipts of the year had been £378 3s. Out of these sums £503 13s. had been expended in gifts, loans, and necessary disbursements, leaving a balance of cash in hand on the 7th of April, 1884, of £163 12s. 2d. In addition to this sum there was a sum of £2,085 12s. 2d. Reduced Annuities set apart in the hope that, at some future day, the society might out of the income grant some small pensions to the aged and most distressed of the members' widows. The committee returned to the profession their sincere thanks for the support afforded to the society for a period of fifty-two years. During that time the society had expended £77,840 7s. 11d. in ministering to the comfort, mitigating the affliction, and relieving the distress of law clerks generally, their widows and families. As the age of the society increased so did the claims upon its funds, and the committee hoped that the benefits now granted would never, from falling off of income, be diminished, but that by a continuance of the kind support received hitherto, and a judicious economy of the funds, the society might always be in a position to meet its engagements, however numerous and whenever they might arise.

The CHAIRMAN, who was received with loud cheers, proposed the toast of "The Queen," which, having been drunk with the customary enthusiasm, he submitted "The Health of their Royal Highnesses the Prince of Wales, the Princess of Wales, and the rest of the Royal Family," remarking that he knew those present would agree with him when he said that the Princess of Wales had, by her graces, her charms, and her virtues, endeared herself to every one of her Majesty's subjects. All he could add was that he hoped that her family would follow in the footsteps which she and her husband were now treading.

The CHAIRMAN next gave "The Army, Navy, and Reserve Forces," observing that many had no doubt asked themselves why this toast was proposed on such occasions as the present. The real truth he believed was that every Englishman was a little bit of a "Jingo." When his neighbour was saucy or his enemies defiant, he liked to have a Navy and an Army to teach them how they should behave. He believed this feeling was innate in every Englishman. They heard in another place that armies were to be disbanded and arbitrators were to take their place. Whether they were to be held at the Law Institute or not he did not know. Whether they were or not, he did not think any great good would come out of them. Therefore, it was necessary that they should have as Englishmen, their Army, Navy, and Reserve Forces. Their Army had been tried very recently, and they found that, although many persons had said it would be otherwise, the Army had at any rate shown itself able to do what it was called upon to do, and he had no doubt that the Navy and Reserve Forces were equally capable. All he could say for himself was, "God forbid that the Reserve Forces should be called out," for depend upon it, if that happened, the enemy would be unpleasantly near to them.

Mr. W. MELMOTH WALTERS, in responding, remarked that he scarcely knew why he had the honour of being coupled with the toast, for he was more accustomed to wield the quill than hold the sword or hold the gun, and much more accustomed to charge his clients than to charge the enemy. He thought he might say that the Army was in a state in which every man would endeavour to do his duty. Whatever might be the arrangements made by those in power with regard to the constitution of the Army, thank God they could not alter the materials of which it was formed, and, whenever brought to the test, the Army would be an honour and a credit to the country. Whether in Europe or in any other part of the world, he was proud to say the British Army had done its duty, and whatever they had done in the past they might be relied upon to do in the future. With regard to the Navy, he had taken a cruise with the Reserve Squadron around the coast of Norway last year, and could speak from personal experience that it was in as efficient a condition as could be desired. Whether a parsimonious Government had given them ships enough he did not know; but the Navy had recently shown of what stuff it was composed. With reference to the Reserve Forces, he hoped, if unfortunately they were ever called out, that he himself would be in the front. The toast was proposed in the presence of a united society, who were banding themselves together to defend themselves against the insidious attacks of disease and sickness, and who were supported by the profession who were gathered together to-night. The motto was, "Every one to himself." The lawyer might consider that every man was against him, and he must look out for himself, and, after all, that was the best motto for people who wanted to make their way in the world.

The CHAIRMAN then proposed the toast of the evening, "Prosperity to the United Law Clerks' Society." He said:—I do not suppose it has often fallen to the lot of man, excepting to the chairmen who have preceded me, to speak to a more sympathetic audience than I do upon the present occasion, because every one of us in this room, every man who is sitting here to-night, has come here to wish prosperity to this institution.

I doubt whether in any other community so many could be called together who had but one mind and one aim. You may ask yourselves, Why is it that we all come here to-night? There is one answer which is patent to every one. We come here for the purpose of endeavouring to help those who have ever been striving and endeavouring to help themselves. And I believe that, wherever there is a community in this country which strives and struggles to help themselves, there are always to be found those gentlemen outside, who do not belong to that community, who are always willing to come forward, if possible, and help it. I believe that is the motive which actuates every one in this room, and which brings me here to-night for the purpose of proposing prosperity to this institution. You have great cause for congratulation. I have had the opportunity, thanks to your worthy secretary and committee, of reading over the various pamphlets which have been published, and which clearly narrate what has been going on in your institution for over half a century. You have been increasing and increasing and increasing, and you are going on and flourishing up to the present time, and I have no doubt you will go on in the future. I am not going into figures. You can find them all yourselves in those books which are in your hands; but I find that you have spent what I call an enormous sum amongst yourselves—I think it is something like £78,000—in helping those who unfortunately have fallen into distress. That is a very large sum, and, if I may say so—and I say it from the bottom of my heart—I wish the Barristers' Benevolent Institution could show a record of anything like that. Yet we are unable. You, however, have banded yourselves together, and you have been successful from the first, and increasingly successful, and are successful at the present moment; and there is nothing for me, so far as I can see in the report before me, but to give you every congratulation. But, on the other hand, there is one topic, and one topic only, to which I must refer with sorrow. I should not be doing my duty to a man whom you have all known now for at least a quarter of a century—a man who I know has been at your right hand, and who from his very heart has directed you for that period. It is your esteemed late trustee, Mr. Bircham. I know well the esteem in which he was held, not only in this institution, in this society, but I say this, that I believe there was not a member of the bench, bar, or profession who did not hold him in the same reverence which I know you held that man. All I may add is that I hope the new trustee who takes his place will follow in his footsteps, and, from what I know of him, I have not the slightest doubt he will. Being all lawyers here to-night—it is not often one can boast such a chance—being all lawyers here to-night, I should like to make a remark upon what Mr. Walters has said. He said that lawyers are disliked. He said that every lawyer must look out for himself. I will go further, and say that I believe outside the profession—at least, I have heard it sometimes—we are called "pettifogging." Sometimes, too, they say "gentlemen of the long robe." We know what that means very well. Sometimes they call us "sharks." But, as the public like their Army, their Navy, and their Volunteers, I know they like the legal profession. I will tell you why they like it; it is because it is a matter of necessity to them. As in the case of the Army, if you want to trounce your neighbour, or lick your foe for any impudence he may have been guilty of across the water, you go to your Army, to your Navy, and to your Volunteers; so when your neighbour in this country in a fiduciary position—some equity gentleman will perhaps tell me what that means—has your money, or is trespassing upon your land, and you cannot prevent him, or putting out your ancient lights, or doing something he shouldn't, what are you and the public to do? Why, of course, come to the law. And, therefore, you call us "sharks" and "gentlemen of the long robe." And, although I believe we all charge you still—sometimes three, sometimes two, and sometimes, under the new rules, only one abreast—depend upon it you can't get on without us; and I wish to say that, to my certain knowledge, if the three branches of the profession at large, as I call it, if they only do their duty as they have done in the past, the same feelings will be felt for them in the future by the public as are felt at the present moment. We need not fear the public. We are a good trades' union together. We are not an unlawful combination. We have done nothing which is illegal. We are here to help one branch, and to help one another. Let us do our duty with honesty and to the best of our ability, and I have not the slightest doubt that when the next decade or the next fifty years comes round, whoever may sit in this chair will be able to congratulate this society on its increased prosperity as contradistinguished from that of fifty years ago. I propose the toast, and I know you all come here to drink it—you cannot help so drinking it—to drink it heartily, "Prosperity to the United Law Clerks' Society."

The toast was drunk unopposed, and with three cheers. Mr. T. H. DEVONSHIRE, in submitting the health of "The Patrons of the Society," said that the patrons neither made nor maintained the society, but they went a very long way towards enabling others to make and maintain it. He was quite sure that the society was very greatly indebted to its patrons, and perhaps it was a society that was almost unique in respect of its list of patrons. If they looked to the names of those who headed the papers which they had before them, this grand and great profession of the law, headed, as it was, by these illustrious men whom they had had the good fortune to secure as patrons, must indeed feel it a matter of great congratulation that a society like this, having objects such as these for the benefit of those devoted and zealous and hard-working men—its members—who did their duty in the work and in the profession—that those illustrious men, the patrons, were ready to give their names, to give their support, and to give their countenance to the working and to the maintenance of such a society as this. He was sure he need do little more than remind them that they had amongst their patrons the very highest luminaries of the law—those who occupied the very highest positions in the judicature in England. He was told that the names



appearing in the paper were not to be regarded as the sole patrons; and that, doubtless, was perfectly true. There were numerous others who were entitled to come within the denomination of patrons, and he was quite sure that, in responding to the toast, they would not be forgotten. But, in referring once more to the illustrious position of the great luminaries of the law whose names were on this list, he might be permitted to regard some of the other patrons as shining with a somewhat softened splendour. He concluded by presenting to them this toast of "The Patrons of the Institution." Might they never cease to give it their countenance, and might the society never cease to deserve that they should do so.

MR. NORTHMORE LAWRENCE acknowledged the compliment, remarking that he was one of the patrons who shone with the softened splendour which had been referred to, but he would not yield to any other patron in the interest he took in the society. There would have been many more eminent and distinguished gentlemen there to-night if it had not been that the Lord Mayor had chosen to fix that night as a dinner for her Majesty's judges and, he presumed, Queen's Counsel. Queen's Counsel and solicitors, he presumed, were but human, and they did not altogether disapprove of a Lord Mayor's feast. But of this he was quite certain, that, if they had come there instead of going to the Lord Mayor's banquet, they would have had no worse a dinner and at least as good company as they would find at the Mansion House. It was perfectly true that, when they looked through the list of living and deceased patrons of this society, he thought he should be right in saying that there was not a living lawyer of eminence, there was not a dead lawyer of eminence, who had not been among the list of patrons of this society. They might find in the list of dead patrons Lord Eldon, Lord Lyndhurst, Sir Frederick Thesiger, the late Master of the Rolls—Sir George Jessel. They would not be forgotten by them to-night. He himself had had the honour of dining, and no doubt a vast number present that evening had had a like honour, under the presidency of Sir George Jessel, a man who, he believed, was beloved by every member of every branch of their profession—the bench, the bar, and the solicitors. Why was it that all lawyers united in supporting to the best of their power this society? It was for this reason—it was a matter in which both branches of the profession could unite. The members of the society formed a mutual insurance fund. They consisted of barristers' clerks and solicitors' clerks alike. It was an honourable institution for the purpose of supporting themselves if they failed through ill-health, or their wives or their families were in need. It was in no respect a charity; and in this respect he might perhaps be allowed to remark that to compare it with the Barristers' Benevolent Society was, in his opinion, a mistake. It was simply an insurance fund. The patrons of the society came there to show their interest in it, to show how they would do the best in their power to support their brethren—the clerks of both branches of the profession, but in no respect did he conceive that the society was a charity. It was an insurance society; and, speaking as a humble member of the profession on behalf of the profession, he deprecated the notion that it was a charity. It was an honourable insurance society, to which the members subscribed in the same way as if they took out a policy of insurance to lay up for their old age. Everything that was received was given away among the members of the society. Therefore he might be allowed, in conclusion, to wish success to the society. Success it had already achieved. Their chairman had pointed out that its numbers had increased year by year. They were now coming to the fifty-second anniversary, and they had given away £80,000 amongst the widows of, and superannuated, members of the society.

MR. DUGDALE gave the health of "The Chairman," his most excellent and distinguished friend. For the last forty years and more the annual festivals of the society had been presided over by one of her Majesty's judges, except on four occasions, and those occasions were not occasions at all undistinguished. For he found that in the year 1848 the festival held in that very tavern was presided over by the late Lord Chelmsford, then her Majesty's Attorney-General. In 1856 it was presided over by Lord Selborne, the present Lord Chancellor, then Sir Roundell Palmer. In 1861 it was presided over by Lord Cairns, who had since become Lord Chancellor, but who was then Sir Hugh Cairns, and in 1872 it was presided over by the present Lord Chief Justice of England, who might not, perhaps, think it worth his while to ascend or descend from the distinguished position he holds to accept the office of Lord Chancellor if it should be offered to him upon some future occasion. He was informed that at the present time there were twenty-nine of her Majesty's judges. One of them was present there to-night, to their great satisfaction. He was informed and believed that the other twenty-eight were dining with the Lord Mayor. He also found on the list of honorary stewards that there were the names of no less than forty-four Queen's Counsel, and he had looked round, but could not see the face of one Queen's Counsel in the room except himself. He was not quite sure whether he believed that the whole of these forty-three Queen's Counsel were also dining at the Mansion House. Now, the twenty-eight other judges being absent, they might congratulate themselves most heartily upon their judge, and, although their judge had been the most recently appointed to the bench, he thought he had already shown that he would not be the least distinguished. What were the qualities that went to make a successful judge? They were learning, patience, courtesy, and consideration towards those who practised before him, common sense, great knowledge of the world, and a strong determination to do justice to all. Those were the qualities that made a good judge, and he thought he might say that patience, courtesy, consideration, common sense, and knowledge of the world were those particular qualities that went to form the judicial mind. Most of them in the room had had occasion at one place or another to come before his lordship the chairman, some of them in court, some of them on circuits, some of them in judges' chambers; and he thought he might call upon every person whom he addressed to say

whether the qualities that he had mentioned as going to form a successful and good judge did not all of them exist combined in their learned and noble chairman? Depend upon it no mistake was made by the Lord Chancellor when he sent his secretary to meet him at the train on his return from Canterbury a year ago upon the death of the lamented late Master of the Rolls, Sir George Jessel—he (Mr. Dugdale) might say captured him on his return from the country, where he thought he had been to unseat some unfortunate briber—captured him on his return, swore him in within twenty-four hours and put him on the bench almost before half of them were aware that he was appointed judge. He (Mr. Dugdale) thought that he, perhaps as much as anybody in the room, had the knowledge necessary for him to speak with perhaps some authority upon the subject. Their excellent and learned chairman had only been two circuits, and on each of those circuits he had gone the Midland circuit, which was the circuit which he (Mr. Dugdale) had worked upon. Every one on that circuit, from the leader of the circuit down to the solicitors practising in court, would hope that his lordship would come there again at the very earliest possible opportunity. They had seen how excellent he was in his capacity of chairman that evening, and he thought they would fully be convinced themselves that in obtaining the consent of Mr. Justice Smith to occupy the chair they had been at least as successful as they had been on any former occasion. Perhaps he might be permitted for a moment to diverge from this subject and to say one word about another matter. He meant the lamented death of their friend, Mr. Birchem. Mr. Birchem had been his godfather in the society. He was the cause of his becoming a member of it, and he could not feel but grateful to him when three or four years ago he had placed before him the great advantages of the society to its members, and induced him to become a member of it. He (Mr. Dugdale) thought the paragraph in the report which referred to him was not at all in excess of what was accurate and correct when he stated that he took every opportunity in his power to advance the objects of the society. Very few people could be aware of the number of subscribers and donors that Mr. Birchem had obtained for the society, and all he (Mr. Dugdale) hoped was that the gentleman who followed in his place would tread in his footsteps in that way; because there was no question but that a society of this kind was most valuable, not only to the members of it, but to those higher up in the profession, who employed the members of the society, and whose interests were cared for by their clerks and by the members of the society as if they were their own, and almost, he thought, more so in many cases. He called upon them to drink health and long life to their worthy and excellent chairman, Mr. Justice Smith.

The toast was received with prolonged cheering, the guests rising to their feet.

THE CHAIRMAN, who was met with long-continued applause, in replying remarked that the last speaker had mentioned that a civic dinner was also going on elsewhere, and that he honestly believed there were twenty-eight judges there, and forty-three Queen's Counsel. If it was so, he (the Chairman) was very glad he was not there, because he was sure there could be no conviviality. He was quite sure that, for a lively evening—if there could be such a thing at a public dinner—one judge was quite enough. He thanked them for the manner in which they had responded to the toast. He should never forget it.

MR. PENNINGTON proposed "The Bench, the Bar, and the Profession," observing that though the roll of English judges was a very distinguished one, he was quite satisfied that the latest judge would not be the least distinguished. With regard to the bar they all knew, as solicitors and solicitors' clerks, how the bar did their duty to their clients, and how distinguished a branch they were of the profession. A great deal had been said of late years on the subject of the fusion of the two branches. He was not in favour of fusion. He believed barristers and solicitors would each do their business better separate. The bar could best do its duty on receiving instructions from the solicitors; and the solicitors would only be worried to death if they were to attempt to perform the duties allotted to the bar. With regard to the solicitors, they were a very humble branch of the legal profession. They followed in the wake of those distinguished members, the judges and the bar, and they were very thankful to pick up the crumbs which fell from the rich man's table.

MR. OSWALD responded. He said they lived in emotional days. They had witnessed not only earthquakes terrestrial, but earthquakes legal. They had seen the walls of the old buildings in which they used to practise in Lincoln's Inn and Westminster removed. They had survived all her Majesty's courts at Westminster, they had assisted at the final funeral, the everlasting burial of the Lord Chief Justice of the Court of Common Pleas, and Chief Baron, and they daily witnessed in the Royal Courts of Justice the spectacle of the last of the Vice-Chancellors administering justice. He felt that he had a right to speak in a mournful manner when he reflected upon the days in which their lot was cast; but he had one consolation, he could reflect that the United Law Clerks' Society still flourished as a legal institution, and that the new rules of 1883 had not affected the basis of that society, and that the disposition which they saw in her Majesty's judges, speaking with the greatest respect—as one was present—he did hope that the spirit which animated her Majesty's judges in settling the fees to be paid to the profession, would not animate the profession in sending their subscriptions to the society. He hoped that, whatever might happen, that generosity which had ever in days past animated the profession, when it had to regard its own interests, would still animate it, and that the profession would see that the best thing it could do would be to support a society which supported the law clerk, and enabled him to look forward to some reward for the services which he constantly rendered, and which he (Mr. Oswald) asserted without any affectation, were perhaps the most important services that were rendered to the profession and to the public. He was quite sure that every member

of the bar greatly respected, and greatly esteemed, every gentleman in that honourable society.

Mr. J. ANDERSON ROSE submitted, "The Health of the Trustees and Arbitrators." He said it was unnecessary for them to say whether it was a prudential association or a charity. Prudence was a very respectable quality, but he had always understood that charity was a godlike virtue, and he saw no reason why both should not be combined together, and he believed they were in regard to this society, notwithstanding what had been said. As he found the trustees had £67,000 invested in their names in Government securities, he took it to be pretty certain that this shrewd body had taken care to have a right opinion as to the respectability of their trustees, and he congratulated the trustees on the respectability of their clients. Speaking of Mr. Bircham, he (Mr. Rose) and his family were under the greatest obligation to him; a more honourable man, with a more dignified presence, and with a greater sense of justice never lived, and the society had to deplore that such a trustee had gone to his long home. He observed they had five arbitrators, but he was happy to see that during the whole existence of the society they had had only two cases of arbitration, which had been satisfactorily settled.

Mr. J. E. BANKS acknowledged the toast.

The remaining toasts were, "The Honorary Stewards," proposed by Mr. DANCKWERTZ, and responded to by Mr. A. M. CHANNELL, and "The Ladies," submitted by Mr. SIDNEY WOOLF.

Subscriptions and donations were announced to the amount of nearly £400.

During the dessert a selection of music was performed under the direction of Mr. Wilhelm Ganz by Miss Agnes Larkcom, Miss Francis Hipwell, Mr. Charles Chiley, and Mr. Bantock Pierpoint. Mr. Hall acted as toast-master.

## LAW STUDENTS' JOURNAL.

### COUNCIL OF LEGAL EDUCATION.

#### TRINITY EXAMINATION.

General examination of students of the Inns of Court, held at Lincoln's-inn Hall, on the 22nd, 23rd, 26th, 27th, 28th, and 29th of May, 1884.

The Council of Legal Education have awarded to Almoth Edward Wright, of the Middle Temple, a studentship in jurisprudence and Roman law of one hundred guineas, to continue for a period of two years; and to Leslie De Gruyther, of the Middle Temple, and James Herbert Bakewell, of Lincoln's-inn, studentships in jurisprudence and Roman law of one hundred guineas, for one year. The council have also awarded to James Edward Hamilton Benn, of the Inner Temple, the Barstow Law Scholarship.

The council also awarded to the following students certificates that they have satisfactorily passed a public examination:—Henry Atkins Newill Atkins, William Amyas Bailward, Thomas Graham Balfour, Robert Barber, Frederic William Barff, William Barton, James Edward Hamilton Benn, John Alexander Bennion, Henry Matthew Blakiston, Hugh Clarence Bourne, Stanley Owen Buckmaster, Francis William Clark, Skelton Cole, Gilbert Robert Henry Collis, Reginald Digby Curtler, Thomas Toller Hurst Daniell, Francis Theodore Taylor Duka, Edward Upton Eddis, Thomas Faris, Charles Golaknath, John Lowndes Gorst, George Hector Grant, James Ernest Green, Henry Lynn, William Henry Maskew, Stuart Archibald Moore, Alexander Nimmo, Henry Leigh Ormsby, Frederick William Waldebrand Pattenden, James Alexander Rentoul, Frank Roheweger, Samuel Sandbach, John George Smith, Charles Leslie Stawell, James Kenneth Stephen, Hugh Edward Millington Stutfield, George Watson, Harold Holden White, John Taylor Wills, and Herbert Young, of the Inner Temple; John Black, Thomas Dacres Butler, Adrian Charles Chamiar, John Selkirk Charles, Frederick Alexander Crailsheim, Alexander Neilson Cumming, Rudolph James Van Ryck De Groot, Thomas Hamer Dolbey, Thomas Duncan, John Henry Fletcher, Francis Gibbons, William Greenwood, John Loader, James Macklin, Charles Frederick Napier, Percy Read, Lindesay John Robertson, Edward George Ellis Stillwell, Charles Tregenna, and Sidney Wright, of the Middle Temple; Amelius Francis Ward Beauclerk, Charles William Lloyd Bulpett, Arthur Alexander Caspersz, Bryan Farrer, Francis Gaskell, James Samuel Green, John Percival Hunt, Charles Ashworth Jones, Eden Northmore Jones, Frank Edward Lemon, Reginald Dalton Pontifex, William Henry Quarrell, and Francis William Steere, of Lincoln's inn; James Robert Vernam Marchant, Robert Byerley Parke, and John Lenton Pulling, of Gray's-inn, Esqs.

The following students passed a satisfactory examination in Roman law:—Edward Samuel Abrahams Abinger, Arthur Lionel Baxter, Arthur Anderson Bethune, Allan Gordon Cameron, Hugh Ruscombe Carver, Woodthorpe Johnson Clarke, Lal Behari Day, Alfred Hull Dennis, Francis Dent, Thomas Lynedoch Graham, Harold Gundry, Robert William Frederic Harrison, Thomas Charles Lindsay Hayllar, Francis Hughes-Gibb, Hon. Rowland Charles Frederic Leigh, Robert Manuel, Arthur Frederic Peterson, Roddam John Roddam, Walter Delaplaine Scull, Hon. William Sidney, James Simpson, and Henry Turner Waddy, of the Inner Temple; Valentine Edward Beldam, James Henry Bernard, Louis Matthew Cantlon, George Dunn, Victor Polydore Favez, Stuart Mitford Fraser, Charles Smith Magee, Norbert Louis Moran, Maxwell Needham, Samuel Thomas Sharman, James Greig Soutar, and Charles Prest White, of the Middle Temple; William Paley Baildon, Thomas Addison Chater, Robert Chignell, George Harris Devonshire, Robert Leader, Charles Prestwood Lucas, Edward Henry Ryan, and Sidney

Clemens Watson, of Lincoln's-inn; Henry Edward Duke, Thomas Crossley Eastwood, and James Eldon McCanbie Salmon, of Gray's-inn, Esqs.

## OBITUARY.

### MR. ROBERT RICHARDSON.

Mr. Robert Richardson, solicitor, of Oundle and Thrapston, died at the former place on the 19th ult., at the age of seventy-six. Mr. Richardson was born in 1806. He was admitted a solicitor in 1837, and had practised for over forty years at Oundle, having also offices at Thrapston. For many years he had been associated in partnership with his son, Mr. William Richardson, who was admitted a solicitor in 1862. Mr. Richardson had been for many years clerk to the Oundle Board of Guardians and Assessment Committee, and superintendent registrar for the district. He was a perpetual commissioner for Northamptonshire, and he had a large private practice. Mr. Richardson was buried at the Oundle Cemetery on the 23rd ult.

## LEGAL APPOINTMENTS.

Mr. EDWARD BULLOCK, barrister, has been appointed Recorder of the Borough of Buckingham, in succession to Mr. William John Payne, deceased. Mr. Bullock was called to the bar at the Inner Temple in Easter Term, 1858. He is a member of the South-Eastern Circuit, and he has been for several years a revising barrister.

Mr. ARTHUR WATERS PRESTON, solicitor (of the firm of Preston & Son), of Norwich, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. JONATHAN ATLIFF, solicitor, of Grahamstown, has been appointed Colonial Secretary for the Cape Colony.

Mr. JOHN WATSON, solicitor and notary (of the firm of Watson, Wadsworth, & Ward), of Nottingham, has been appointed Country Secretary to the Bishop of Southwell, and Registrar of the Diocese of Southwell. Mr. Watson was admitted a solicitor in 1851. He is registrar of the archdeaconry of Nottingham, and he has been for several years deputy-registrar of the diocese of Lincoln.

## DISSOLUTIONS OF PARTNERSHIPS, &c.

WILLIAM CROOK and BRIGGS CARLILL, solicitors, 173, Fenchurch-street, London. May 26. The said Briggs Carlill will carry on the practice.

RICHARD COURTENAY, ALEXANDER SWAYNE CROOME, and WILLIAM CHARLES CROOME (Courtenay, Croome, & Son), solicitors, 9, Gracechurch-street, London. June 3. Mr. A. S. Croome, Mr. W. C. Croome, and Mr. Henry Hales Finch, who joins them in partnership, will continue the business under the style of Courtenay, Croome, Son, & Finch.

[Gazette, June 6.]

## LEGISLATION OF THE WEEK.

### HOUSE OF COMMONS.

June 5.—*Bills Read a Second Time.*

PRIVATE BILLS.—North Cornwall Railway; Plymouth, Devonport, and South-Western Junction and Devon and Cornwall Central Railways; West Gloucestershire Water.

*Bills Read a Third Time.*

PRIVATE BILLS.—Coventry Corporation (Gas Purchase); London and North-Western Railway; London (City) and Southwark Subway; Metropolitan Outer Circle Railway; London Street Tramways; South-Eastern Railway (Various Powers).

June 6.—*Bill Read a Second Time.*

National Debt (Conversion of Stock).

*Bills Read a Third Time.*

PRIVATE BILLS.—Easton and Church Hope Railway; Folkestone, Sandgate, and Hythe Tramways; London Southern Tramways (Extensions); Northampton and Daventry Railway; Wirral Railway.

June 9.—*Bills Read a Second Time.*

Marriages Legalization.  
Fisheries (Oyster, Crab, and Lobster) Act (1877) Amendment.  
Colonial Attorneys' Relief Act Amendment.

*Bills in Committee.*

Royal Courts of Justice (progress immediately reported).  
Representation of the People (clauses 4—12).  
Customs and Inland Revenue.

*Bills Read a Third Time.*

PRIVATE BILLS.—Great Southern and Western Railway (Additional Powers); London Street Tramways; South-Eastern Railway (Various Powers); Windsor Corporation.



June 9.—*Bill Read a Second Time.*  
 PRIVATE BILLS.—Electric Lighting Provisional Order (No. 4);  
 Elementary Education Provisional Order Confirmation (London); Smith's  
 Trust Estate; Eastern Bengal Railway.

*Bill Read a Third Time.*

PRIVATE BILL.—Dewsbury Improvement.

June 10.—*Bill Read a Third Time.*  
 Metropolitan Police.

## COURT PAPERS.

### SUPREME COURT OF JUDICATURE.

#### ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COURT OF APPEAL.	V. O. BACON.	Mr. Justice KAY.
Monday, June .....	16 Mr. Lavie	Mr. Farrer	Mr. Jackson
Tuesday .....	17 Pugh	Teeddale	Carrington
Wednesday .....	18 Lavie	Farrer	Jackson
Thursday .....	19 Pugh	Teeddale	Carrington
Friday .....	20 Lavie	Farrer	Jackson
Saturday .....	21 Pugh	Teeddale	Carrington
	Mr. Justice CHITTY.	Mr. Justice NORTH.	Mr. Justice PEARSON.
Monday, June .....	16 Mr. King	Mr. Pemberton	Mr. Clowes
Tuesday .....	17 Merivale	Ward	Koe
Wednesday .....	18 King	Pemberton	Clowes
Thursday .....	19 Merivale	Ward	Koe
Friday .....	20 King	Pemberton	Clowes
Saturday .....	21 Merivale	Ward	Koe

### TRINITY SITTINGS, 1884.

#### COURT OF APPEAL.

##### Appeal Court, II.

Final and interlocutory appeals from the Chancery, and Probate, Divorce, and Admiralty Divisions (Probate and Divorce), the London Bankruptcy Court, and the County Palatine and Stannaries Courts.

#### ORDER OF BUSINESS.

Tuesday, June 10	App. motns. ex pte—orgl. motns.—and apps. from ords made on interlocutory motns (procedure)
Wednesday .. 11	Apps. from the Gen. List, subject to continuance of Interlocutory Appeals
Thursday .. 12	Apps. from the Gen. List, Bkcy apps and also apps from general list if required
Friday .. 13	Apps. from the general list
Saturday .. 14	Apps. from the general list
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Monday .. 31	Apps. from the general list

Thursday .. 17. Apps from the general list  
 Friday .. 18. Bkcy apps. & also apps. from general list, if required

N.B.—Lunacy Petitions are taken in Appeal Court II., on every Saturday at half-past ten during the Sittings.

#### Appeal Court, I.

Final and interlocutory appeals from the Queen's Bench Division, and from the Probate, Divorce, and Admiralty Division (Admiralty).

#### ORDER OF BUSINESS.

Tuesday, June 10	App. motns. ex pte—orgl. motns.—and apps. from ords made on interlocutory motns (procedure)
Wednesday .. 11	Apps. from the Gen. List, subject to continuance of Interlocutory Appeals
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Saturday .. 30	Apps. from the general list
Monday .. 31	Apps. from the general list

N.B.—Admiralty Appeals, with assessors, will be taken on special days to be appointed by the Court.

### HIGH COURT OF JUSTICE.

#### CHANCERY DIVISION.

##### Chancery Court, I.

##### V.C. Sir JAMES BACON.

Tuesday, June 10	Mots., adj. sums, & gen. pa.
Wednesday .. 11	General paper.
Thursday .. 12	General paper.
Friday .. 13	General paper.
Saturday .. 14	Pets. sht. causes & gen. pa.
Monday .. 15	General paper.
Tuesday .. 16	General paper.
Wednesday .. 17	General paper.
Thursday .. 18	General paper.
Friday .. 19	Mots. adj. sums, & gen. pa.
Saturday .. 20	Pets. sht. causes, & gen. pa.
Monday .. 21	General paper.
Tuesday .. 22	General paper.
Wednesday .. 23	General paper.
Thursday .. 24	General paper.
Friday .. 25	Mots. adj. sums, & gen. pa.
Saturday .. 26	Pets. sht. causes, & gen. pa.
Monday .. 27	General paper.
Tuesday .. 28	General paper.
Wednesday .. 29	General paper.
Thursday .. 30	General paper.
Friday .. 31	Mots. adj. sums, & gen. pa.
Saturday .. 1	Pets. sht. causes, & gen. pa.
Monday .. 2	General paper.
Tuesday .. 3	General paper.
Wednesday .. 4	General paper.
Thursday .. 5	General paper.
Friday .. 6	Mots. adj. sums, & gen. pa.
Saturday .. 7	Pets. sht. causes, & gen. pa.
Monday .. 8	General paper.
Tuesday .. 9	General paper.
Wednesday .. 10	General paper.
Thursday .. 11	Mots. adj. sums, & gen. pa.
Friday .. 12	Pets. sht. causes, & gen. pa.
Saturday .. 13	General paper.
Monday .. 14	General paper.
Tuesday .. 15	General paper.
Wednesday .. 16	General paper.
Thursday .. 17	General paper.
Friday .. 18	Mots. adj. sums, & gen. pa.
Saturday .. 19	Pets. sht. causes, & gen. pa.
Monday .. 20	General paper.
Tuesday .. 21	General paper.
Wednesday .. 22	General paper.
Thursday .. 23	General paper.
Friday .. 24	Mots. adj. sums, & gen. pa.
Saturday .. 25	Pets. sht. causes, & gen. pa.
Monday .. 26	General paper.
Tuesday .. 27	General paper.
Wednesday .. 28	General paper.
Thursday .. 29	General paper.
Friday .. 30	Mots. adj. sums, & gen. pa.
Saturday .. 31	Pets. sht. causes, & gen. pa.
Monday .. 1	General paper.
Tuesday .. 2	General paper.
Wednesday .. 3	General paper.
Thursday .. 4	General paper.
Friday .. 5	Mots. adj. sums, & gen. pa.
Saturday .. 6	Pets. sht. causes, & gen. pa.
Monday .. 7	General paper.
Tuesday .. 8	General paper.
Wednesday .. 9	General paper.
Thursday .. 10	General paper.
Friday .. 11	Mots. adj. sums, & gen. pa.
Saturday .. 12	Pets. sht. causes, & gen. pa.
Monday .. 13	General paper.
Tuesday .. 14	General paper.
Wednesday .. 15	General paper.
Thursday .. 16	General paper.
Friday .. 17	Mots. adj. sums, & gen. pa.
Saturday .. 18	Pets. sht. causes, & gen. pa.
Monday .. 19	General paper.
Tuesday .. 20	General paper.
Wednesday .. 21	General paper.
Thursday .. 22	General paper.
Friday .. 23	Mots. adj. sums, & gen. pa.
Saturday .. 24	Pets. sht. causes, & gen. pa.
Monday .. 25	General paper.
Tuesday .. 26	General paper.
Wednesday .. 27	General paper.
Thursday .. 28	General paper.
Friday .. 29	Mots. adj. sums, & gen. pa.
Saturday .. 30	Pets. sht. causes, & gen. pa.
Monday .. 31	General paper.

#### Chancery Court, IV.

##### Mr. Justice KAY.

Tuesday, June 10	Mots. & adj. sums.
Wednesday .. 11	Fur cons. causes without writs
Thursday .. 12	Pets. adj. sums, & gen. pa.
Friday .. 13	Pets. sht. causes, & adj. sums.
Saturday .. 14	Gen. pa. (Causes with writs)
Monday .. 15	Gen. pa. (Causes with writs)
Tuesday .. 16	Gen. pa. (Causes with writs)
Wednesday .. 17	Gen. pa. (Causes with writs)
Thursday .. 18	Gen. pa. (Causes with writs)
Friday .. 19	Gen. pa. (Causes with writs)
Saturday .. 20	Gen. pa. (Causes with writs)
Monday .. 21	Gen. pa. (Causes with writs)
Tuesday .. 22	Gen. pa. (Causes with writs)
Wednesday .. 23	Gen. pa. (Causes with writs)
Thursday .. 24	Gen. pa. (Causes with writs)
Friday .. 25	Gen. pa. (Causes with writs)
Saturday .. 26	Gen. pa. (Causes with writs)
Monday .. 27	Gen. pa. (Causes with writs)
Tuesday .. 28	Gen. pa. (Causes with writs)
Wednesday .. 29	Gen. pa. (Causes with writs)
Thursday .. 30	Gen. pa. (Causes with writs)
Friday .. 31	Gen. pa. (Causes with writs)
Saturday .. 1	Gen. pa. (Causes with writs)
Monday .. 2	Gen. pa. (Causes with writs)
Tuesday .. 3	Gen. pa. (Causes with writs)
Wednesday .. 4	Gen. pa. (Causes with writs)
Thursday .. 5	Gen. pa. (Causes with writs)
Friday .. 6	Gen. pa. (Causes with writs)
Saturday .. 7	Gen. pa. (Causes with writs)
Monday .. 8	Gen. pa. (Causes with writs)
Tuesday .. 9	Gen. pa. (Causes with writs)
Wednesday .. 10	Gen. pa. (Causes with writs)
Thursday .. 11	Gen. pa. (Causes with writs)
Friday .. 12	Gen. pa. (Causes with writs)
Saturday .. 13	Gen. pa. (Causes with writs)
Monday .. 14	Gen. pa. (Causes with writs)
Tuesday .. 15	Gen. pa. (Causes with writs)
Wednesday .. 16	Gen. pa. (Causes with writs)
Thursday .. 17	Gen. pa. (Causes with writs)
Friday .. 18	Gen. pa. (Causes with writs)
Saturday .. 19	Gen. pa. (Causes with writs)
Monday .. 20	Gen. pa. (Causes with writs)
Tuesday .. 21	Gen. pa. (Causes with writs)
Wednesday .. 22	Gen. pa. (Causes with writs)
Thursday .. 23	Gen. pa. (Causes with writs)
Friday .. 24	Gen. pa. (Causes with writs)
Saturday .. 25	Gen. pa. (Causes with writs)
Monday .. 26	Gen. pa. (Causes with writs)
Tuesday .. 27	Gen. pa. (Causes with writs)
Wednesday .. 28	Gen. pa. (Causes with writs)
Thursday .. 29	Gen. pa. (Causes with writs)
Friday .. 30	Gen. pa. (Causes with writs)
Saturday .. 31	Gen. pa. (Causes with writs)
Monday .. 1	Gen. pa. (Causes with writs)
Tuesday .. 2	Gen. pa. (Causes with writs)
Wednesday .. 3	Gen. pa. (Causes with writs)
Thursday .. 4	Gen. pa. (Causes with writs)
Friday .. 5	Gen. pa. (Causes with writs)
Saturday .. 6	Gen. pa. (Causes with writs)
Monday .. 7	Gen. pa. (Causes with writs)
Tuesday .. 8	Gen. pa. (Causes with writs)
Wednesday .. 9	Gen. pa. (Causes with writs)
Thursday .. 10	Gen. pa. (Causes with writs)
Friday .. 11	Gen. pa. (Causes with writs)
Saturday .. 12	Gen. pa. (Causes with writs)
Monday .. 13	Gen. pa. (Causes with writs)
Tuesday .. 14	Gen. pa. (Causes with writs)
Wednesday .. 15	Gen. pa. (Causes with writs)
Thursday .. 16	Gen. pa. (Causes with writs)
Friday .. 17	Gen. pa. (Causes with writs)
Saturday .. 18	Gen. pa. (Causes with writs)
Monday .. 19	Gen. pa. (Causes with writs)
Tuesday .. 20	Gen. pa. (Causes with writs)
Wednesday .. 21	Gen. pa. (Causes with writs)
Thursday .. 22	Gen. pa. (Causes with writs)
Friday .. 23	Gen. pa. (Causes with writs)
Saturday .. 24	Gen. pa. (Causes with writs)
Monday .. 25	Gen. pa. (Causes with writs)
Tuesday .. 26	Gen. pa. (Causes with writs)
Wednesday .. 27	Gen. pa. (Causes with writs)
Thursday .. 28	Gen. pa. (Causes with writs)
Friday .. 29	Gen. pa. (Causes with writs)
Saturday .. 30	Gen. pa. (Causes with writs)
Monday .. 31	Gen. pa. (Causes with writs)

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers must be left in court with the judge's officer the day before the cause is to be put into the paper.

#### Chancery Court, III.

##### Mr. Justice CHITTY.

Tuesday, June 10	Mots. & non writ list
Wednesday .. 11	Causes without writs, assessors
Thursday .. 12	adjourned sittings, and special cases
Friday .. 13	Pets. sht. causes, adj. sums, (Procedure) & non writ list
Saturday .. 14	Pets. sht. causes, adj. sums, (Procedure) & non writ list
Monday .. 15	Pets. sht. causes, adj. sums, (Procedure) & non writ list
Tuesday .. 16	Pets. sht. causes, adj. sums, (Procedure) & non writ list
Wednesday .. 17	Pets. sht. causes, adj. sums, (Procedure) & non writ list
Thursday .. 18	Pets. sht. causes, adj. sums, (Procedure) & non writ list
Friday .. 19	Pets. sht. causes, adj. sums, (Procedure) & non writ list
Saturday .. 20	Pets. sht. causes, adj. sums, (Procedure) & non writ list
Monday .. 21	Pets. sht. causes, adj. sums, (Procedure) & non writ list
Tuesday .. 22	Pets. sht. causes, adj. sums, (Procedure) & non writ list
Wednesday .. 23	Pets. sht. causes, adj. sums, (Procedure) & non writ list
Thursday .. 24	Pets. sht. causes, adj. sums, (Procedure) & non writ list
Friday .. 25	Pets. sht. causes, adj. sums, (Procedure) & non writ list
Saturday .. 26	Pets. sht. causes, adj

## COURT OF APPEAL.

TRINITY SITTINGS, 1884.

APPEALS FOR HEARING.

(Set down to Wednesday, 4th June, inclusive.)

APPEALS FROM THE CHANCERY DIVISION, THE PROBATE, DIVORCE, AND ADMIRALTY DIVISION (PROBATE AND DIVORCE), AND THE COUNTY PALATINE AND STANNARIES COURTS.

For Hearing.  
(General List.)  
1883.

Boswell v Coaks appl of Pltfr from judgt of Mr Justice Fry June 19 (part heard May 29—present Lord Justices Baggallay, Cotton, and Lindley)  
Kensit v The Great Eastern Ry Co appl of plts from the judgt of Baron Pollock for Mr Justice Pearson June 6  
In re The Brighton Livery Stables Co Ltd and Co's Acts (ex parte Joseph Offord) appl of Joseph Offord (a Contributory) from V C Bacon June 19  
Barlow v Vestry of St Mary Abbots Kensington appl of Deft Vestry from V C Bacon June 28  
In re W James dect James v James appl of Deft from V C Bacon June 29  
Ada Howarth Ptar v James Walch Howarth Reapt appl of Reapt from decess nial for dissolution of marriage pronounced by Mr Justice Butt dated May 30 July 3  
Smyth-Pigott v Smyth-Pigott appl of Deft E F Smyth-Pigott from judgt of Mr Justice Fry July 4  
Henrichs v Westinghouse appl of plt in person from refusal of Mr Justice Kay July 7  
In re The Colorado Mines Development Co, lmd, and Co's Acts appl of Robert Tennant from Mr Justice Kay July 11  
In re T E March, dect, Mander v Harris appl of plt from order of Mr Justice Chitty allowing demurrer July 11  
Repr v Mainwaring appl of plt from judgt of Mr Justice Pearson July 12  
In re Charles Augustus Wright, a solicitor (expte Jerome Saconne and anr) appl of C A Wright from Mr Justice Chitty July 13  
In re Bentley-Innes, decess Bentley-Innes v Bentley-Innes appl of R C Millar from Mr Justice North July 14  
Nordon v Nordon appl of deft Maurice Nordon from Mr Justice Chitty July 20  
In re The Oregum Gold Mining Co of India, lmd and Co's Acts appl of James Wilson from Mr Justice Chitty dismissing Petn to wind up Co July 21  
In re T B Illidge, dect Davidson v Illidge appl of Henry Staple from refusal of Mr Justice Chitty July 21  
In re T B Illidge, dect Davidson v Illidge appl of T B Illidge from Mr Justice Chitty July 21  
Rust v The Victoria Graving Dock Co appl of the Victoria Graving Dock Co from Mr Justice Field for Mr Justice Kay July 25  
Rust v The Victoria Graving Dock Co appl of London & St Katharine Dock Co. from Mr Justice Field for Mr Justice Kay July 25  
Norton & Eccles, on behalf, &c v Compton (Piper's Claim) appl of H E Piper from refusal of Mr Justice Pearson July 25  
In re The General Finance Bank lmd & Co's Acts (Richardson's Case) appl of Joseph Richardson from V C Bacon Aug 2  
In re The White Star Consolidated Gold Mining Co lmd and Co's Acts appl of Edward Brown from wind-up order made by V C Bacon Aug 2  
Jones and anr v The Great Eastern Ry Co appl of deft from judgt of V C Bacon Aug 2  
In re a Contract for Sale between Charles Adams and the Vestry of St Mary Abbots, Kensington and V & P Act 1874 appl of Charles Adams from Mr Justice Pearson Aug 3  
In re The Alliance Socy (n Voluntary Liquidation) & Co's Act, 1862 appl of R C Godfrey from Mr Justice Kay Aug 3  
Hember v Frost appl of deft from judgt of V C Bacon Aug 3  
In re Susan Brown dect O'Halloran v King appl of pliffs from Mr Justice Kay Aug 7  
Hays v Gardener appl of defts from judgt of Mr Justice Denman for Mr Justice North and notice of contention by pliff Aug 10  
Layland and Co v Vaughan (Liverpool D R) appl of pliffs from judgt of Baron Pollock for Mr Justice Chitty Aug 10  
In re Joseph Timperon, dect and of money standing to the credit of certain Ry Cos—"The account of parties entitled in remainder" appl of Richard Gauss and anr from V C Bacon Aug 13  
In re J H Bell, dect Lake v Bell appl of J B Parker from Mr Justice Chitty disallowing creditors' claim Aug 13  
In re The Cornwall Minerals Ry Co and Co's Act 1867 (Claim of Newquay and Cornwall Junction Ry Co) appl of the Newquay, &c, Co from Mr Justice Kay dismissing claim Aug 13  
In re John Maddover, dect Three Towns Bkg Co lmd v Maddover appl of deft from judgt of Mr Justice North Aug 13  
In re Contract between John Marry and W B Cowman for Sale of Freehold Property in Cumberland & V & P Act, 1874 appl of W B Cowman from Mr Justice Chitty Aug 13  
In re The North Wales Freehold Copper Mines and S melting Co lmd and Co's Acts appl of R. M. Fabris from Mr Justice North Aug 14  
Smith v Land and House Property Corporation, lmd appl of plt from judgt of Mr Justice Denman for Mr Justice North Aug 15  
Alt v Numan appl of defts from judgt of Mr Justice North Aug 17  
Chattley v Nicholls appl of plt from judgt of Mr Baron Pollock for Mr Justice Pearson Aug 21  
Charles v R Weston, and In re Swindon, Marlboro' and Andover Ry Acts, 1873 and 1879 and Land: Classes Acts, 1845 and 1849 appl of Swindon, &c Ry Co from order of Mr Justice Kay Aug 23  
In re The Silver Fo Mining Co lmd and Co's Acts (W C Cooper's case) appl of the Co from order of Mr Justice Kay Aug 23  
Weston v Sherwell appl of deft from judgt of Mr Justice Denman for Mr Justice North Aug 23  
Sharp v Allen and Sons appl of defts from order of V C B Sept 1  
Chester v Twiddle appl of deft from part of judgment of Mr Justice Denman for Mr Justice North Sept 3  
In re Nation, dect Nation v Hamilton appl of plt from V C Bacon Sept 7  
Badgrove v Pallinger appl of defts Pallinger and anr from Mr Justice Chitty Sept 7

Bayers v Collyer appl of plt and defts British Land Co from Mr Justice Pearson Sept 16  
In re Joseph Wright & Co. lmd. & Co's Acts appl of Thos Barnaley and anr from Mr Justice Chitty Sept 25  
In re Joseph Wright & Co lmd appl of Saul Amphlett from Mr Justice Chitty Sept 25  
In re Joseph Wright & Co lmd appl of Thos Hall, a director, from Mr Justice Chitty—set down by order  
In re R Parker, the elder, dect Parker v Parker appl of plts from Mr Justice Pearson Sept 26  
Young v Wallingford appl of defts from V C Bacon Oct 4  
In re The Middleborough, Redour, Saltburn-by-the-Sea, &c. Building Society & Co's Acts appl of John Danham from Mr Justice Pearson Oct 6  
In re The Duchy Mining Co lmd & Co's Acts appl of W R Hutton and anr (decs) from Vice Warden of the Stannaries Oct 19  
In re The Paragon Brick, Tile and Cement Works Co lmd and Co's Acts appl of Petrus from refusal of Mr Justice Chitty Oct 23  
The Bafische Anilin and Soda Fabrik v Levinstein appl of Defts from Mr Justice Pearson Oct 31  
Patbett v Illingworth appl of Defts from V C Bacon Nov 5  
Vendor and Purchaser Act 1874 In re Turner's Settled Estates and Contract for Sale of real estate at Wellington between Charles Gordon and anr M J Turner and anr and G B Bruos & anr appl of Charles Gordon & anr Nov 10  
Hammond v Lord Ashburton appl of Deft from V C Bacon Nov 19  
Vendor and Purchaser Act 1874 In re Contract for Sale between C A Mackrell & James Towers appl of James Towers from Mr Justice North for Mr Justice Pearson Dec 4  
In re The Southport & West Lancashire Bkg Co lmd and Co's Acts appl of Henry Bath and Son from Mr Justice Chitty Dec 4  
Le Maitre v Kidston Kidston v Le Maitre appl of plff Le Maitre from V C Bacon By original action and counter claim Dec 5  
Webb v Smith & Goldsmith appl of defts from part of judgt of V C Bacon Dec 6 (Divorce) Georgina Weldon v Wm H Weldon appl of reapt from Sir James Hannen Dec 10  
In re The Oregum Gold Mining Co of India lmd and Co's Acts appl of F Browne from Mr Justice Kay refusing winding up order Dec 11  
Dunn v Flood appl of pliff from Mr Justice North Dec 12  
Adams & Co. v Malcolm, Brunker & Co appl of defts from Mr Justice North Dec 15  
In re A D Holmes' Share of Residuary Estate of Isaac Holmes dect and 10 & 11 Viet cap 96 appl of Liverpool Loan Co from V C Bacon Dec 18  
In re Chas R Robinson dect Wakefield and Barnsley Union Bank v Robinson appl of pliff from Mr Justice Chitty Dec 19  
Witham v Brooks appl of deft Thos Brooks from part of judgt of V C Bacon Dec 20  
In re The Zoedone Co lmd & Co's Acts appl of John Barclay and anr from V C Bacon Dec 21  
Macintosh v Chalmers Chalmers v Macintosh appl of pliff from order of V C Bacon on fur conson (By original action and counter claim) Dec 22  
In re The Iceland Sulphur & Copper Co lmd and Co's Acts appl of S A Sampson from V C Bacon Dec 24  
In re Denney, dect Dixon v Denney appl of deft from Mr Justice Pearson Dec 28

To be continued.

## FROM THE QUEEN'S BENCH AND PROBATE, DIVORCE, AND ADMIRALTY (ADMIRALTY) DIVISIONS.

For Judgment.

Brunsdon v Humphreys appl of plt from Baron Pollock and Mr Justice Lyves—(a v Feb 12—present the Lord Chief Justice, Master of the Rolls, and Lord Justice Bowen)  
Ship, City of Chester The Owners, Master and Crew of the Mischou v The Owners of the City of Chester, her cargo, specie and freight appl of plts from judgt and rejection of evidence by Mr Justice Butt—(a v Feb 28, present Master of the Rolls and Lords Justices Baggallay and Lindley)  
Brown v Briggs appl of plt from judgt of Mr Justice Stephen at trial in Middlesex (a v May 8—present Master of Rolls and Lords Justices Bowen & Fry)

For Hearing.

1882.

Salberg, Bros & Co v Moore appl of pliffs from the Lord Chief Justice and Lord Justice Brett (sitting as a Divisional Court) setting aside verdict obtained in Shoreditch County Court Aug 18

1883.

Rees v Quinaerde Aine appl of deft from judgt of the Master of the Rolls at trial at Glamorgan April 13  
Holden v The Mayor, Aldermen and Burgesses of the Borough of Oldham appl of plt from judgt of Mr Justice Williams after trial at Liverpool Aug 4  
Jones & anr v The Mayor, &c, of the Borough of Oldham appl of plt from judgt of Mr Justice Williams after trial at Liverpool Aug 4  
Ship Heinrich Bjorn C & C J Northcote v Owners of the Heinrich Bjorn appl of defts from judgt of the President Nov 6 (without Assessors) (part heard May 8—present Master of Rolls and Lords Justices Bowen and Fry)  
Hatcheson & Co v Easton & Co appl of pliffs from judgt of Mr Justice Hawkins after trial at Liverpool Nov 27  
The Mayor &c of the Borough of St Helens v The St Helens Collieries Co lmd appl of deft Co from judgt of Justices Day & A L Smith on special case Dec 6  
Ship "Warkworth" The Tyne Steam Shipping Co lmd v The British Ship Owners Co lmd appl of defts from judgt of Mr Justice Butt (without Assessors) Dec 14  
G C Melville v John H. Stringer Houghton & anr claimants (Q B Crown Side) appl of pliff from judgt of Justices Mathew, Day, and A. L. Smith on appl from County Court Jan 2  
White v D Baxter & Co appl of pliff from judgt of Mr Justice Watkin Williams at trial in London Jan 3  
Wright (trustee, &c) v Watson & Dickons appl of defts from judgt of Baron Pollock at trial in Middlesex Jan 5  
Sanderson v The Mayor &c of Berwick upon Tweed appl of defts from judgt of Mr Justice Denman after trial at Newcastle Jan 8



Andrews (trading &c) v Sargeant, Longstaff & Co app of debts from judgt of Mr Justice Denman at trial in London Jan 12  
 Dimes v Davis app of debt from judgt of Baron Pollock at trial in Middlesex Jan 18  
 Mitchell (an infant &c) v The Darley Main Colliery Co app of plt from judgt of Mr Justice Hawkins after trial at York, W.R. Jan 19  
 Kilsn & Co v The Blackburn and Over Darwen Tramway Co app of debts from judgt of Mr Justice Pearson after trial Jan 24  
 The Metropolitan Bd of Works v The Local Bd of Willesden app of pils from judgt of Baron Pollock at trial in Middlesex Jan 30  
 Wing v Barnacle app of plt from judgt of Mr Justice North at trial Feb 5  
 Baker v Murray app of debts from judgt of Mr Justice Cave at trial in London Feb 6  
 Lambert Bros & Colling v Barker and anr app of debts from judgt of Mr Justice Day at trial at Newcastle Feb 8  
 Burgess v Clark and anr app of debts from judgt of Mr Justice Cave at trial in Wiltshire Feb 8  
 In re Heath and The Ecclesiastical Commissioners for England app of Heath from order of Justices Manisty and Watkin Williams refusing reference back to arbitration Feb 8  
 Wheeler v The United Telephone Co, Ltd app of debts from judgt of Mr Justice Watkin Williams at trial in Middlesex Feb 12  
 Swales v Birnie app of plt from judgt of Mr Justice Day at Durham Feb 18  
 Peake v Whitehurst app of plt from judgt of Baron Huddleston at trial at Stafford Feb 19  
 Gillard v The Cheshire Lines Committee app of debts from judgt of Lord Justice Baggallay at Liverpool Feb 20  
 Berley v Wheatley app of plt from judgt of Mr Justice Mathew at trial in Middlesex Feb 20  
 Chessman v Plummer app of plt from judgt of Baron Pollock in Middlesex Feb 20  
 Yarworth v Severn, Wye, and Severn Bridge Ry Co app of plt from judgt of Mr Justice Hawkins at trial in Middlesex Feb 21  
 Edwards v Edwards app of plt from judgt of Mr Justice Mathew at trial Feb 22  
 Jones v Evans app of debts from judgt of Mr Justice Stephen at trial Feb 22  
 Davis and anr v Feldman app of pils from judgment of Baron Pollock at trial in Middlesex Feb 27  
 The Queen on prosecution of C W Todd v Greenwich District Bd of Works (Q B Crown Side) app of debts from judgt of Mr Justice Day on mandamus Feb 27  
 Richardson & ors v Hunting & anr app of debts from judgt of Mr Justice Field at trial at Leeds Feb 29  
 Benson v Hawkes app of plt from judgment of Mr Justice Hawkins at trial in Middlesex March 1  
 Gardner v The Furness Ry Co app of debts from judgment of Justices Cave and Day on special case (without pleadings by consent) March 3  
 Horakind and Woods v The British India Steam Navigation Co Ltd app of debts from judgment of Lord Justice Fry at trial March 3  
 Bruden v Staines Local Board app of plt from judgt of Mr Justice Mathew at trial March 3  
 Mowatt v Haymen Haymen v Mowatt (by claim and counter claim) app of debt Haymen from judgt of Mr Justice Mathew at trial in Middlesex March 4  
 In re W B Abbot, gentleman, one, &c, and In re Edward Lewis app of E Lewis from order of Justices Stephen and Mathew for committal to prison for illegal practice March 6  
 Brown v Inskip app of debt from judgment of Mr Justice Mathew at trial in Middlesex March 6  
 Homer v Levick app of plt from judgment of Mr Justice Day at trial in Middlesex without a jury March 7  
 Taylor v Judd app of debt from Baron Pollock and Mr Justice A L Smith concerning Master's dismissal of appltn to set aside signed judgment under order 14 March 7  
 Castel & Latta v Frenchmann app of debts from judgt of Mr Justice Stephen at trial in Middlesex Mar 10  
 Moss v Russell app of plt from judgt of Lord Justice Baggallay at trial Mar 12  
 Uzzell & Co v The Boston Marine Insurance Co app of debts from judgt of Justice Mathew at trial in Middlesex Mar 12  
 The Ripley Old Brewery Co Ltd v Woolley app of pils from judgt of Mr Justice Dunman at trial in Nottingham Mar 13  
 Joseph v Lyons app of debt from judgt of Baron Huddleston at trial Mar 17 (Transferred from Mr Justice Chitty to Queen's Bench Division by general order)  
 Attorney-General v Horner app of debt from judgt of Mr Justice Stephen at trial in Middlesex Mar 17  
 Milner v The Great Northern Railway Co app of debt from order of Justices Lopes, Stephen and Cave Mar 18  
 Kennard v Simmons app of plt from judgt of Lord Justice Lindley at trial Mar 18  
 Yetts v The Billericay Union Rural Sanitary Authority app of debts from judgt of Mr Justice Mathew at trial in Middlesex Mar 19  
 Hackney Permanent Benefit Building Society v Hill and anr app of pils from judgt of Mr Justice Mathew at trial in Middlesex Mar 21  
 Uster v Miller and anr, and the Bryn Henllys Colliery Co app of debt Colliery Co from Mr Justices Day and A L Smith on sp case Mar 24  
 The Queen v T D Sibly (Q B Crown Side) app of debt Sibly and Butler and Burgess from order of the Lord Chief Justice and Mr Justice Stephen quashing audit's allowance March 25  
 The Queen v South-Eastern Ry Co (Q B Crown Side) app of debts from Lord Chief Justice and Mr Justice Lopes discharging rule nisi to quash order of sessions March 26  
 Bateman & Co v North app of pils from Justices Stephen and Day reversing order of Master affirmed by a Judge in chambers March 26  
 Todd v Robinson app of debt from judgt of Mr Justice Field at trial at Newcastle March 26  
 Leigh and anr v Dickson app of debt from judgt of Baron Pollock at trial March 27  
 Soer v Hopcraft app of pils from judgt of Mr Justice Mathew at trial March 27  
 Pratt (the younger) v The Commissioners of the Nene Outfall app of debts from judgt of Mr Justice Grove after trial at Norwich March 28  
 Evans v Roberts and Wife and ors app of debts from judgt of Mr Justice Stephen after trial at Carnarvon March 28

To be continued.

## HIGH COURT OF JUSTICE.

## CHANCERY DIVISION.

TRINITY SITTINGS, 1884.

Cases for Trial or Hearing.

(Set down to Wednesday, June 14th, inclusive.)

Motions, Petitions, and Short Causes will be taken on the usual days, as stated in the Trinity Sittings Paper.

Cases with and without Witnesses will be taken by Vice-Chancellor Bacon on the usual Cause days in the order as they stand in the Cause Book.

Mr. Justice Kay will commence Witness Causes on Monday, Tuesday, and Wednesday, June 16, 17, 18, and afterwards on Monday, Tuesday, and Wednesday, in every alternate week.

Mr. Justice Chitty will take Witness Causes on the following days, viz.:—July 1, 2, and 3; July 8, 9, and 10; July 15, 16, and 17.

Mr. Justice Pearson will take Witness Causes on days to be named by his Lordship at the commencement of the Sittings.

Mr. Justice North will take Causes with Witnesses every day, in the order as they stand in the Cause Book.

Adjourned Summonses will be taken as follows:—Vice-Chancellor Bacon, on Fridays and Saturdays; Mr. Justice Kay, on Thursdays, Fridays, and Saturdays; Mr. Justice Chitty, with Non-Witness Actions.

N.B.—Mr. Justice Pearson will take Adjourned Summonses as follows:—Class I, with Motions, on Fridays; Classes II, and III., in the Non-Witness List; Class IV., on Fridays and Saturdays. For description of each Class see notice issued by his Lordship's Chief Clerk, dated May 1.

Before Vice-Chancellor BACON.

Cases for Trial (with witnesses and without witnesses).

In re M E Anstie, Chetwynd v Morgan

act & m f j

Winter v Ind Coope & Co act wits

Brown v Black act wits

Belcher v Brown act

In re T O Lomax, Whitehead v Lomax

act

Criep v City of London Publishing Co

act

Sankey v Williams act

Williams v Sankey act

In re Gallop United Ports &c v Gallop

act & m j wits

Snowden Slate Quarries Co v Griffith

act

In re Jackson Owen v Jones act wits

Washbourn, &c Co v Patterson act wits

Haworth v Williams act & m f j

Smith v Smith act wits pt hd

De Mariv v Burton act

Geore v Rouquette act wits

Standard Union Investment Co Ltd v

Isaac act wits pt hd

In re Hadden &c partn wits

West London Coml Bk Ltd v Reliance &c

Society act wits

United Telephone Co Ltd v London, &c

Telephone, &c Co act

Moore v Willett act

Pageon v Blake act wits

Pritchard v Bristol, &c Society act

wits

Attes v Dibley f c

In re Mills Bath v Shillcock act & m

f j wits pt hd

Cranford v Thomas act

In re Needham Robinson v Needham

act wits

Fidoe v Gibson act wits

In re Jerman Jerman v Miller m f j

Frost v Allan f c

Magnus v Lumley act & m f j

In re Harrison Thornburn v Thorn-

burn act

Merobant Banking Co Ltd v Quebec

Central Ry Co act wits

Page v Marshall act wits

Passcoe v Rowe act wits

Manton v Talvis act

Nicholls v Nicholls act

Mackenzie v Morris act wits

In re Duffell Dawson de Coverdale v

Cockcroft act

Shingleton v Tippet act wits

Wetherhead v Flewman act

Roseby v Hardcastle act wits

Marquess of Bute v Ryder act & m f j

In re Martin Butterfield v Mott act

wits

Lingham v Lovering m f j

Nicholson v Lovering m j j

In re Wilnot Vallis v Solly &c

Brandauer & Co v Lindsaybyrne & Co

act

In re Davies Heath v Wyand & anr

act

Willombe v Crowe f c (short)

Horne v Board of Works for White-

chapel Dist. act wits

Caledonian Ry Co v Solway June Ry

Co act

Webb v Smith f c

In re Watkins Watkins v Williams

act wits

In re Watkins Watkins v Williams

act wits

Allen v Ludski act

Maciver v Diment act wits

Dawson v Small 2nd far con

Courcier v Harvey act

Thomson v Strickland act wits

Foster, Porter & Co v Cooper act wits

Bookwith v Porter act & m f j

In re Israel Alexander v Israel far con

Newson v Pender act wits

Davies & anr v Davies act wits

Craven v Craven act

Elisha v Sanders m f j

In re Robinson Robinson v Robinson

m f j

Genes v Bennett m f j (short)

Poethwaite v Ashburner act wits

Borman v Hobb: Thornton v Borman

act wits

Rust v Davism act wits

In re Marshall Brotherton v Thornton

act wits

In re Hubback International &c Co v

Haines far con

In re Smith Atkinson v Lee far con

Wyles v Gorham act

Fisher v Ireland act wits

In re Edwards Edwards v Edwards

act wits

Bradford Old Bank Ltd v Fogg act &

m f j

Rowlands v Williams m f j (short)

Fitch v King m f j (short)

Waters v Tupper act wits

Knight v Burdett act wits

Woolley v Woolley far con

Horne v Freeman act wits

Brittlebank v Smith m f j

Capital, &c, Bank v Rosseter act wits

Clough v Cure act

Leman v Howitt m f j

Adjourned Summonses.

In re Seventh East Central Building

Soc & Co's Acts

In re Wrigley Johnson v Wrigley

Lawson v Vacuum Brake Co Ltd

In re Dames & Wood and V & P Act

In re Batty Hardisty v Batty

Day v Reeves

In re Courrier Courtier v Coler

In re Courtier Coler v Courtier

Expte Farness Ry Co &c

McGavin v Dickinson Brown v

McCowan

In re Lemm Hewatton v Lemm

Dreyfus v Peravian Guano Co Ltd

Phillips v Chapman

Sheller v Hare

In re Needham Robinson v Needham

Britannia Fire Assoc v Marcott

In re Docwa Docwa v Faith

In re Wrigley Johnson v Wrigley

Expte Duke of Marlboro' & Council

dated Funds, &c Act, 1873

Waite v Morland

Davies v Moss (def't)

Davies v Moss (plff)

In re Woodhead Cadman v Carr

Miller v Huddleston (def't)

Miller v Huddleston (plff)

Hicks v Rose

In re Norwich Equitable Fire & Co  
In re Same Co  
Thomson v Strickland  
In re Thyme & Settled Land Act  
Newbold v Jeckinson & V & P Act  
In re Mc Mechan Mc Mechan v  
Makin son  
In re Beck Beck v Beck  
In re Rotherham Alum & Co (app of  
J T Dobb to vary costs)  
In re Same (app of J T Dobb)  
In re Matthews Matthews v Matthews  
In re Irving Smith v Nicholson  
Peruvian Guano Co v Bockwoldt  
Dreyfus v Peruvian Guano Co  
In re Swire Mellor v Swire  
In re Norwich Equitable Fire Inso  
Co & Co  
In re Talbot infants (M E Talbot)  
In re Same (G F Talbot)  
Lyall v Kennedy  
Ex re Diddot Newbury & Ry Co  
In re Hambleton Hambleton v  
Hambleton  
Waite v Morland  
In re Ashworth & Murray's Contracts  
& V & P Act  
Bright v Campbell  
In re C Mayhew's Settled Land Act  
In re Morley Morley v Morley  
United Telephone Co ld v London &  
Globe Telephone Co  
In re Haginbotham Wilson v Hegin-  
botham  
In re The Great Wheel Polgooth & Co  
Ellis v Helmore  
Ellis v Ellis  
In re Lewis Morgan v Haines  
In re Tennant & Jones  
In re Webster Guardians of Derby  
Union v Sharratt

#### Before Mr. Justice KAT.

##### Causes for Trial (with witnesses.)

Gane v Myers act pt hd  
Roberts v Oppenheim act  
Snow v Whitehead act pt hd  
Craddock v Mansel act  
Mayor of Plymouth v Martin act  
In re Stainesby Sainsby v Stainesby act  
In re Heaton's Trade Mark & adj  
sums  
Harper v Bingley act  
Gilmour v Ry & Electric Appliances  
Co ld act  
Gileow v Orlebar act  
Hobbs v Orlebar act  
In re Ivans act  
In re Hives Reader v Hives act  
Thompson v H M Smith act  
Hughes v Bywater act  
Levick v Statbam act  
Wilson v Clifton act  
Credit Co, ld v Waddle act & m f j  
Filley v Martyn act  
Goodall v Harding act  
Hardman v Day act  
Scott v Matthew, Brown & Co ld act  
Haywood v Brunless act  
Spratt v Shephard act  
Lawrence v Benham act  
Wilson v Wilson act  
Bretton v Mann act  
Sayles v Steele act  
Wilnot v Bennett act  
Watson v Scrimshaw act  
Neste v Busby act  
St John's Coll, Oxon v Athawes act  
Percini v Hudson act  
Fletcher v Gill act  
Brown v Milburn & Co act  
In re T W Richardson Shillito v Hob-  
son act  
Jenkins v Rogers act  
Bell v Boves act  
Dudin v Dudin & ors act  
Norton v Hughes act  
Winter v Parvis act  
Hughes v Carnarvonshire Slate Co ld  
act  
Earl of Ravensworth v Eden act  
Allen v Trueman act  
Roberts v Gough m f j  
Young v Solly act  
Walton v Robinson act  
Harwood v Calger act  
In re George, George v George act  
Richards v Howell act  
Michell v Bonny act  
Marriott v Buzzard act  
Treadwell v London & S W Ry Co act  
Gill v Gleadall act  
Forman v Hobson act

Ingram v Webb act  
Jackson v Harris act  
Dovey v Cremer act  
Eyle v London Finance Assocn, ld  
Whiteley v Braund act  
Singleton v Singleton act & m f j  
Young v Mynddygynog & Co act  
Sir Travers Twiss, Kt v Clarke act  
Clarke v Sir Travers Twiss act  
Imeson v Dalton act  
Sangster v Cochraus act  
Gover v Ecol Comrs of England act  
Wright v Newman act  
Harris v Shorrook act  
Thompson v Learoyd act  
Wood v Wilkin act  
Sheffield v Sheffield act  
In re Hadden's Patent, 1853, No 3,096  
pot  
Cleland v Carr act  
Duplex Lever Capsule Co, ld v Thomp-  
son act  
Calvert v Milthorpe act  
Raynolds v Cooper act  
Jones v Coal Gas Coal Co, ld act  
West v Mayor, & Co, of Derby act  
Bastow v Lamb act  
Sidebottom v Rayner act

#### Causes for Trial without witnesses

In re J Moggridge Moggridge v Mog-  
gridge act  
Myers v Jones m f j (short)  
In re Petit Pierre, Lumley v Currie act  
In re Garrett, Dyer v Rotton adj sums  
Banks v Hawthorn act  
In re Warren Weadon v Reading adj  
sums  
King v Peuley sp c & m f j  
Lockwood v Sikes act  
Ashbury v Watson sp c  
In re Barton Hill v Barton m f j  
In re Brackenbury Wharton v In-  
goldby act  
In re Darvill Darvill v Darvill sp c  
Young v Horsfield act  
Attorney-Gen v King's Norton Union  
act  
In re Major Armstrong v Kitchen adj  
sums  
Netherall Colly Co, ld v Green act  
Tucker v Tucker, 1853—T—493 act  
Same v Same, 1853—T—494 act  
Lord Fitzroy v Calorio Engine, & Co  
m f j (short)  
Pears v Thompson act  
Baroness Sinclair v Baron Sinclair act  
Pearson v Pearson m f j (short)  
Bompas v King, Bt act  
In re Brydges, & Whelan v Barnes act  
Fenner v Ward act & m f j  
Cranke v Parker m f j

#### Further Considerations.

In re Paul, Morris v Seward f c  
In re Hayward, Hayward v Chandler  
f c  
In re Gibbs, Gibbs v Gibbs f c  
In re Lock, Smart v Lock f c pt hd  
Hughes v Coles f c and s to vary  
In re Cubly, Henery v Hughes f c  
Letch v Letch f c  
In re Woolfoot, Nutter v Dennison f c  
In re Batten, Batten v Batten f c  
Earl of Wharcliffe v Craik f c  
Charlesworth v Fernandes f c  
In re Cooper, Cooper v Cooper f c  
In re Jackson, Jackson v Cooper f c  
In re Brome, Martindale v Freeman  
f c and s to vary  
In re Gudgen, Sims v Gudgen f c  
In re Ren G P Buxton, Maurice v  
Burrows f c  
In re Grenfell, Grenfell v Grenfell f c  
and two sum  
In re Gilbert, Prosser v Price f c  
Cooke v Lees f c  
In re Sir J De la Pole, Maillard v De  
la Pole f c  
In re Gors, Starkey v Queen Anne's  
Bounty f c  
In re Eustace, Eustace v Eustace f c  
In re Magee, Stokes v Bembridge f c  
In re Miller, Miller v Miller f c  
In re E Newill, Spivey v Newill f c  
In re J Newill, Brook v Newill f c  
In re Wren, Begbie v Wren f c and s

#### Adjourned Summonses.

Phillips v Homfray  
In re Drew Wayman v Mork (12 Nov  
1883) pt hd

In re Same Same v Same (18 April  
1884)  
In re Olive Olive v Westerman  
In re Walley Walley v Robinson restd  
In re Towgood Towgood v Moggridge  
In re the Wheel Elizabeth ld  
In re Roskell Roskell v Roskell appln  
of pl  
Chamberlain v Taylor Taylor v Jealous  
appln of J L Roy & anr  
Isaac v Wall  
Furness v Davis  
Same v Same  
In re Traders Banking and Supply Co ld  
Edmonds v Robinson (30 Jan 1884)  
Same v Same (1 Feb 1884)  
Same v Same (30 April 1884)  
Clark v Wood (In re Trustees Act)  
Hoyne v Kelly  
Bolland to Sear & V & P Act  
In re Baldock Hudson v Baldock (app  
of E K Elwyn)  
In re Vardon Ryan v Walker  
In re Sir George Bowyer Bamber v  
Bowyer (pl)  
In re Same Same v Same (dfts)  
In re Coulter Read v Bee  
In re Chadwick Chadwick v Hindley  
In re Ratcliffe Sutton v Ratcliffe  
In re Pargana Bernardo Pedro & re the  
School Board for London  
In re Swinnerton infants & Co  
In re Pallett Holt v Mordaunt  
In re Bristol Port Ry & Pier Co & Co  
In re Whiteley Overend v Plummer  
In re A Fraser Unett, a lunatic & Co

#### Before Mr. Justice CHITTY.

Causes for Trial (with witnesses).  
In re Brown deed Brown v Walmsley  
act pt hd  
In re Pritchard & Dodd's application &  
Messrs W Waller & Co's opposition  
& Trade Mark Acts adj sums with  
wits  
Digby v Evans act (transferred from  
Q B Division, by order)  
Dickinson v Dickinson act  
The London Agency, lmd, v The Mil-  
ford Haven Ry and Estate Co, lmd  
act  
Craig v Trimin act  
Holland v Watney act  
The York City & County Bank v The  
Yorkshire Banking Co lmd act  
Bowlby v Taylor act  
Hall, Smith & Co v Walker act  
In re R. B. Barrett deed Barrett v  
Barrett act  
Schmitz v Cohen act  
Cozmes v Palmer act  
James v Huthnance act  
Pencefather v Elmalle act  
Stanning v Fox act  
Baldwin v Baker act and In re Baker's  
Trade Mark adj sums  
Hine v Saunders Saunders v Hine  
Carter v Hine act and counter-  
claims July 1  
Beauchamp v Campbell act June 30  
Mitchell v Bennett Bennett v Mitchell  
act and counter-claim  
Bean v Wates act  
Dadson v Lancashire Maxim Weston  
Electric Light Co act May 1  
In re Johnson deed Johnson v Sly Sly  
v Blake act  
Buckton v Bentley act  
Yore v Algar act  
Corpe v Philbrick Philbrick v Corpe  
act and counter-claim  
Pether v Halsey act  
Archer v Rope act  
In re Finlay & Co Finlay v Clarke act  
Wyer v Toakins act & m f j  
Dodd v Macfoy act  
Crowder v Charrington act  
Morony v Newmarket Colls & Co ld act  
In re Colville-Brown, deed Brown v  
Brown act (8 O till deposits filed)  
The French Date Coff e Co ld v Mason  
(re-transferred from Q B Division by  
order)  
Maple v Hartmont act  
Burlingham v Howlett act  
In re W Spencer's appln and T M Act  
adj sums with cross exam on affidvts  
Orr v Bowman act  
Nightingall v Cannon act  
Dawson v Pion's Electric Light & Co  
act

Clark & ors v South Metrop Gas Co act  
Pope v Pope act  
Bothell v Ferrares Land Reclaim Co ld  
act  
Edwards v Thompson act  
Chapman v Wade act  
Beddington v Detohmann act  
Blaxland v Blaxland act  
Heywood v Sutton act (Manchester)  
Ellis v Newsome act  
Hunt v Penley act  
Young v Robertson act  
Woodgate v Commissioners of Sewers  
for City of London act  
Badgett v Kingswood Coal and Iron Co  
ld act & m f j  
Royle v Beard act  
Phipps v Oxford University act  
Fleet v Spalding act  
Dymond v Robinson, the younger act  
Harper v Geness act  
Gibert v Gouard act  
Jackson v Falkner act  
Eccleston v Williams act  
Newman v Newman act  
Baker v Acton Local Board act  
Sturdy v Cresser act  
Walton v Dunn act  
Jennings v Turney act  
In re Sir W. Hult, deed Bowes v Hult  
act  
Geary v Sun Permt Benefit, & Co Society  
act  
Sadgrove & Co v Pullinger act & m f j  
Smith v L & N W Ry Co act  
Brookfield v Mayor, & Co of Stafford act  
Saunders v Brading Harbour Improve-  
ment, & Co act  
Ryde Pier Co v London and S W Ry  
Co act  
House Property Invest Co, lmd v The  
H P Horse Nail Co, lmd act  
Martin v Martin act  
Theobald v Collins act  
Schreiber v Dinkel act  
James v Couchman act  
Mowatt v Castle Steel and Iron Works  
Co, lmd act  
E Foster & Co v Representatives of the  
late John Wedgwood act  
Ford, on behalf, & Co, v Incorporated Law  
Society act  
Shorrook v Darwen Paper Mills Co,  
lmd act  
Jackson v Monmouth and Skienfrith  
Highway Board act  
Morten v Ho k act  
Rogers v Jones, Jones v Rogers claim  
and counter-claim for tal  
In re W G Sutcliffe, deed, Mitchell v  
Sutcliffe act  
In re N N Dyer, deed, Dyer v Bennett  
act  
Ogden v Coggia act  
Collis v Drake act  
In re Sir R Smart, deed, Rashleigh v  
Sharp act  
Gardner v Taping act  
United Telephone Co, lmd v Hearder  
act  
Pellow v Life Assoc of Scotland act  
In re Prince Bathysany Stratman v  
Prince Bathysany Stratman v  
Walford  
Laland v Laland m f j (set down by  
ords)  
In re Morgan deed Gloucestershire  
Banking Co v Thomson act  
Hart v Parnell Parnell v Hart claim  
and counter-claim for trial  
Harris v Coombes act (transferred  
from Q B Division by order)  
Mayor & Co of Swansea v Brenton act  
Manning v Allen act  
Stevens & Co v Weston  
Wade v Lynn act  
Boord v S one act  
Walter v Moor act

#### Further Considerations.

Hunt v Wilson fur con restored by  
order  
Lloyd's Banking Co v Barbados Gas Co  
ld fur con June 26  
Berbridge v Pesse fur con & 2 sums to  
vary  
In re Rodgers deed Rodgers v Oates  
fur con  
In re Hartley deed Hartley v Hartley  
fur con In re Hill deed Miers v Jones  
fur con  
Blyth v Vere fur con



In re Smith deed Smith v Vellancker  
fur con  
In re Claridge deed Brown v Hill In  
re Bame Brown v Ward fur con  
Barter v Wace fur con  
Davis v Cookerum fur con  
In re E Hutchinson deed Scalf v  
Harker fur con  
Todd v Hall fur con  
Castell v Hutchinson fur con

#### Procedure Summonses.

In re Jacobson, deed Jacobson v Jacob-  
son

Non-witness Causes, Adjourned Sum-  
monses and Special Cases.

In re W Heathcote, deed, Sturgess v  
Aviolet s o

Shephard v Jones act  
Paget v Claggett act

In re Litchfield, deed Wallis v Litch-  
field act

In re J Wood, deed, Adams v Edridge  
s o

In re The Westminster Hotel Co (Rhyll)  
ld (expte Sheen) adj summs

In re Kemp's Estate Poste v Kemp  
adj summs

In re Hanson's Estate Hanson v Han-  
son adj summs

Frax v Drew adj summons to vary  
certificate

In re Hoar's estate Wansborough v  
Roscoe adj summs

In re Batten deed Batten v Batten act  
Wise v Treahoun m f j on findings of  
chief clerk's certificate

In re Talbot's Estate Talbot v Frere  
adj summs

Fox v Braham Harbour, & Co Commis-  
sioners s o

In re Richard Boorn's Trusts adj  
summs under Order 55

Hodgson v Smith m f j

Clement v Cheesman act

Bryde v Davies m f j

Parway v Armstrong adj summs

In re Symond's Trusts adj summs

In re Eokington's Freehold Land Soc  
adj summs

In re same Soc v Branson's Case

In re Cwm Avon & Co Sobrino's  
Claim adj summs

In re Hoar deed Wansborough v Roscoe  
adj summs

In re B. Bates & in re H. Bates deed  
Lawson v Holyland adj summs

Troup to Campbell & V & P Act: adj  
summs

In re Birch deed Roe v Birch adj  
summs

In re Dodgson's Trusts adj summs

Allen v Frere act

Doerks v Mulken act

Dickson v Dickson Dickson v Parson  
act & m f j

In re Harris deed Jason v Queen  
Anne's Bounty adj summs

In re Brandons adj summs

Brooks v Jones adj enquiry

Blokersteth v Govett act

Moll v Lydall act

In re Dunhill, deed Boston v Wase  
m f j

Hensworth v Campbell adj summs

Williams v Williams adj summs

In re E. Segor's Will adj summs

Batler v Cunningham s o

In re Bride-Hall, deed Taylor v Hall act

Price v Insole act

Reed Bowen & Co v Cooper Hall & Co  
act

In re R. Stagg's Estate Stagg v Birt  
adj summs

In re Richards & Cold adj summs

In re The Oorgum Gold & Co. Co adj  
summs

Wilson v Dodds adj summs

Walter v Moor adj summs

Stevens v Met District Ry Co act

In re Jules's Trade Mark adj summs

In re Levitt's Estate Farniloe v  
Levitt adj summs to take opinion

Batler v Batler s o

In re Chas Kenny deed Sandwith v  
Dowie act

In re Pagett to Williams's Contract &  
V & P Act adj summs

In re The Seacastle Brewery Co Claim  
of Chesterfield Bkg Co adj summs

In re John Pole's Estate & Settled  
Land Act adj summs

In re Webb to Streetham Hill & Co &  
V & P Act adj summs

In re T P Pitt's Settlement Collins v  
Pitta adj summs

In re Indian Co-operative Agency ld  
(Drew's Case) adj summs

In re Northern's Estate Salt v Pym  
adj summs

Browne v Sanderson act

Phillips v Buller act

Evans v Davies act

In re J Chamberlain, deed Chamberlain  
v Rich adj summs

In re M Charlton's Estate Charlton v  
Charlton adj summs

Arden v Sutton Sutton v Arden claim  
and counter claim

Collett v Young act

Dumaine v Dumaine act

Sumner v Bristowe act

In re Earl Grey & ors and the Ecclesi-  
astical Commr for England and V & P  
Act adj summs

In re Aldridge, deed Morgan v Hick-  
man act & m f j

In re John Pole's Estate Kitson v Pole  
adj summs

Warner v Jacob adj summs

In re Earl Wicklow's Trusts adj summs

In re R Pattinson's Estate Graham v  
Pattinson adj summs

In re Weale's Trust Weale v Sadler  
adj summs

In re Pearson, deed Foster v Pearson  
act

In re Hickley and Steward adj summs

In re The Indian, Kingston, and Sand-  
hurst Gold Mining Co, ld adj summs

In re Jenner's Estate Collier v Jenner  
adj summs

Jenner v Godden adj summs

In re Barber & Robert's Contract & V  
& P Act adj summs

Arundell v Harris m f j

Kingswood, & Co, Colliers Co, ld, v  
Budgett act

In re W B Wills' Estate Wills v  
Newey adj summs

In re W W Sprague's Estate Sprague  
v Sprague adj summs

Smith v Hurst adj summs

Pearson v Woodburne adj summs & m f j

In re W Roper's Estate Roper v  
Lewis adj summs

In re F S S Tudor's Estate Tudor v  
Tudor adj summs

Sykes v Pleasance adj summs

In re the Honduras Inter-Oceanic Ry  
Co ld adj summs

Morgan v Davies m f j (short)

Rayney v Simpson act

In re Davies's Trade Mark adj summs

In re R Hallett deed Hallett v Hallett  
adj summs

Scotney v Lomer act & m f j

Evans v Lloyd act

#### Before Mr. Justice NORTH.

Causes for Trial (with witnesses).

Benham v Irvine act

Plumptree v Blaxland act

Raimond v Great Western Ry Co act

Sugg & Co v Bray & Co act

Gething v Lewis Merthyr & Co act

Lewis Merthyr Co. v Gething act

The Callao Bis Gold Mining Co v  
Downes act wits

Smith v Harris act

In re Stokes, Stokes v Read act

Transferred from Mr Justice Kay and  
Mr Justice Pearson pursuant to order  
dated Nov 15, 1883.

In re S D Hearle, West of Engl & Bk  
v Cook act

In re Matthews Hider v Powell act

Payton v Saunders act

Pardew v Smith act

Craddock v Rogers act

Blackett v Blackett act

Bellis v Johnson act

Beaumont v Beaumont act

Field v Ford act

Heinrichs v Westinghouse act

Cowgill v Rawson act

Mendham v Thomas act pt ld

Perkins v Angel act

Transferred from Mr Justice Chitty and  
Mr Justice Pearson pursuant to order,  
dated 12th April, 1884

Maul v Ledith act

Moss v Bradburn act

Sharpe v Andrews act

Crosse v Randall act

Barker v Allen act

Ewen v Sharp act

McDougall v Knight act

Beck v Pollitzer act

Frere v Winslow act

Bryant v Barrett act

Lavery v Martin act

Fothergill v Lavery act

Scott v Graham act

In re Gibson, Nutter v Gibson act

Bray v D'Aubigne act

Heppenstall v Hose act

Blakey v Chimax Boot, & Co, act

Sandeman v Musgrave act

Goodhart v Enover act

Beal v Beal act

Bange v Winton act

Haggard v Haggard act

Lee v Dunsford act

Skilrosa v Churchill act

Tuck & ors v Reynolds & Co act

Banner v Bates act

Symonds v Hallett act

Mourant v Le Croisier act

Harvey v Wilkin act

Drover v Capital and Counties Bank,  
ld act

Brooke v Stephen act

Scrutton v City Bank ld act

Bowes v Joleoy act

Hooker v Gas Meter Co act

Davenport v Orme act

Bottrill v Dell act

Klimpton v West act

Hill v Clark act

Jackson v Bolam act

Fox & Co v Firth act

Coxhead v Ellison act

Cottrill v Dyson act

In re Whitham Whitham v Whitham  
act

Woods v Woods act

Naylor v De Bernardy act

Hutchings v Humphreys act

Wales v Wheatley act

Clarke v Glover act

Nash v Wooderson act

Rosher v Cullen act

Rosher v Cullen act

Cullen v Rosher act

Chester v Billingham act

Smith v Wills act

Studds v Watson act

Lumb v Beaumont act

Carlisle City and District Banking Co.  
v Thompson act

Bather v. Potteries, Shrewsbury, & Co,  
Ry act

Clarke v Pannall act

Crook v Clarke act

Miller v Tanner act

Faine v Phelps act

Foard v Oram act

Oram v Ford act

Leader v Ward act

Aldred v Upton act

London and River Plate Bank v Waiters  
act

Fitchew v Barwick act

Parkes v Bateman act

Brewer v Brown act

Dudley v Ward act and counter act

Ward v Dudley (short)

#### Before Mr. Justice PEARSON.

Causes for Trial (with witnesses).

In re The Phosphate Measure Co ld,  
Ex parte Hartmont mot

Young v Winter act (not before June 1)

Holland v Sawbridge act

In re Monkman Lyne v Monkman act

Wheeler v Sharland act

Wilcox v Same act

In re Pearson, Oxley v South act

In re Owen, Lloyd v Owen act m f j

Dawson v Dawson act

In re Hooke Hooke v Parry act

In re Mappin Mappin v Vinrace adj  
summs

Clark v Saunders act

In re Prior, Prior v Prior act

In re Newington Hughes v Newington  
adj summs

In re Same appln of John Armstrong  
adj summs

Sale v Same

Salisbury v Wickham act

Stonling v Bowring act

Ecclesiastical Commissioners v Pearson act

Salway v Hales Hales v Salway act

Singleton v Cracknell act

Mitshell v Ford act

Stephenson v Stephenson act

Exchange & Co. Warehouses ld v Land  
Financiers ld act (not before July 1)

Noyes v Pollock act and m f j

Lownfield v Hoynes act

In re Edwards Fisher v Edwards act

Deacon v Luff act

In re Blakeley Wickham v Digby  
Digby v Wickham act and m f j

Bartholomew v Tippett act

Burrill v Padwick act

Atherley v Burnett act

Fendick v Hurter act

Bellamy v Rowbotham act

Weston v Stinger act

Rice v Broadley act and m f j

Drury v Bennett act and m f j

Gaskell v Phillips & Co act

Lloyd's Banking Co ld v Jones act

Leigh v Burnett act

Bailey v House Property Trust ld act

Sidney and Wigpool Iron Ore Co v Bird  
act

Jones v North and South Wales Bank,  
ld act

In re Davis Chapman v Davis act

Mayor, & Co of Bristol v Cox act

Cardinal v Cardinal act

Reid v Reid act

Tyson v Filinson act

Wood v Lambert and re Woods Trade  
Mark mot

Waddell v Tane act

Barker v Irvine act

Warburton v Crawshaw act

Johnstone v Earl Spencer act

Croydon v Prudential, & Co mot

Uff v House Property Trust, ld act

Pilling & Co v Mayor, & Co of Hudders-  
field act

Dunn v Graddon act

Manners v Mew act & m f j

Shoosmith v Watts act

Walker & Sons v Carr & Sons act

Class v Marshall act

### Causes for Trial (without witnesses and Adjourned Summons.)

Arnold v Allen act  
In re Morgan Rees v Morgan m f j  
Bradford v Young act  
Carnocban v Ireland act  
Lord Muncester v Skragens Pier Co m f j  
Walker v Maughan act  
In re Pottingill Wood v Skipper act  
Leigh v Steele act & summons  
In re Laverick Barlow v Laverick act  
In re Cousins Cousins v Cousins m f j & adj sums  
In re Turnbull Turnbull v Turnbull a o  
In re Evans, Evans v Daires act  
Wright v Little act  
In re Kirk Nicholson v Kirk act & m f j  
Clenell v Clenell m f j  
Sneyd v Sneyd act  
Berridge v Hamby act  
Boraby v Equitable & Co. Society act  
In re H C Webb & Co adj sums In re Same (H C Webb's appln) adj sums  
In re Same (list of Contributors) adj sums In re Same (Wilesmith's appln) adj sums  
Miles v Gard act and m f j  
Todd v Fryer adj sums  
Patey v Johnson m f j  
Sutherland v Lovering act & m f j  
Houston v Marquis of Sligo point of law for argument  
In re Evans Hughes v Austen-Leigh adj sums  
Bayly v White act  
Wilson v Barnes act  
Black and anr v Companhia Por'ugeza a Navigacao and ore act  
In re Browne Bell v Browne adj sum  
Watson v Young adj sum  
Darius v Elkins m f j  
Mottershead v Webster adj sum  
Garland v Pallett adj sum  
Spowage v Butt act  
In re De Solla Simmons v Van Biele adj sum  
In re Gt D Eresby Mining Co ld adj sum  
Ferna v Carr adj sum  
In re Adderley Adderley v Douglas adj sum  
In re Corrie Chase v Brandreth adj sum  
Bannister v Harris adj sum  
In re Daw Hobbs v Mitchell adj sum  
Hammerley v Hammerley m f j  
Hall-Dare v Hall-Dare act  
In re Marcellis Extension Ry Co & Co adj sum (appln of J H Smallpage)  
In re Same (appln of Messrs Brandon adj sum)  
Hon A Egerton MP v Earl of Ellesmere act & m f j  
Meed v Troup act  
In re Plant Clark v Tabraham act  
Wigfield v Wills act  
Brown, Janson & Co v Alston act & m f j  
Perival v Dunn act  
Sheffield & Co Society v Earl of Jersey  
In re Sheppard Darnant v Sheppard m f j  
Wright v Bagster m f j (short)  
In re Channing Keats v Cousins m f j (short)  
Pearce Duff & Co v Craven m f j (short)  
Kearson v Appleyard m f j (short)  
Land Sec Co ld v Salaman act & m f j  
Mayor & Co of Kidwelly v Morgan-Richardson act  
In re Bolton Harrison v Bolton act  
Stanning v Wolff act  
In re Wall Jackson v Bristol & Bank ld act & m f j

### Further Considerations.

Lodge v Forrest f o  
In re Hill & Swarbrick, Lodge v Forrest f o  
In re Potter, Potter v Potter f o  
In re Smith, Smith v Tyndall f o  
Mander v Lawrence fur conon & sums (In re Burns, &c)  
In re Evans Owen v Evans fur con and motion  
In re Muller Panten v Cumberlege fur con  
In re Roberts Tarleton v Bruton fur con and sums  
In re Bowen Bearcroft v Bearcroft fur con  
In re Kneeshaw Hobson v Loxley fur con  
In re Safe Safe v Collette fur con  
Harris v Nash fur con  
Bird v Williams fur con  
In re Dove Bousfield v Dove fur con  
Thornton v Thornton fur con  
In re Borland Wallace v Clifton fur con

### Adjourned Summonses.

(Class IV.)  
Boswell v Coaks (expte pits)  
Same v Same (expte deft C J Bunyon)  
In re Bateman Bateman v Mason  
Greville Nugent v Lord Salisbury pt hd  
In re Beckingham Wilcox v Foyle  
Gorsuch v Howden appln of defts  
In re M Fry Buchanan v Wallington appln of exors  
In re Dukes Dukes v Benthall appln of defts  
In re Coley Parry v Coley appln of J R Carter  
In re Clive Clive v Clive  
In re Harrison Harrison v Harrison  
In re Pearce May v Ellacot  
In re Roe Roe v Roe  
In re Smith Smith v Smith  
In re The Carriage Co-operative Supply Association ld  
In re Hall Hall v Hall  
Boswell v Coaks  
In re Atkinson Baxley v Daniel  
In re James and Settled Land Act  
In re Army & Navy Provision Market ld & Co's Acts  
In re Norris Allen v Norris  
David v Abraham app of defts Abraham and anr  
Chadwick v Read  
In re Jarrett to Bourne & V & P Act 1874  
In re Hill Hill v Lane  
In re Gallier's Trusts & 10 & 11 Vict c 96  
Ingils v Guthrie  
Borthwick & Co v Ransford  
In re Johnson to Tustin & V & P Act  
In re Snodin Shipman v Snodin  
In re Pandora Theatre Co & Co's Acts  
Marquis Camden v Murray & In re Marquis Camden's Settled Estates  
In re City & District Bank of London & Co's Acts  
In re Montagu In re Wroughton Montagu v Feeting  
In re Holford McMahon v McMahon  
Andrew v Higginbottom  
Witham Local Board v Oliver (pliffs)  
Witham Local Board v Oliver (pliffs for tax)  
Trott v Buchanan  
In re Ainslie Ainslie v Ainslie  
Landowners' West of England & Co v Ashford  
Jennings v Foster  
In re Blakeley Wickham v Digby  
In re Ainslie Swinburne v Ainslie  
In re Davies & Co (taxn)  
Adjourned summonses, class I, are to be treated as motions, and disposed of on motion days.

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Total Causes and matters for Hearing in the Chancery Division .. 857

## COMPANIES.

### WINDING-UP NOTICES.

#### JOINT STOCK COMPANIES.

##### LIMITED IN CHANCERY.

BANBUY COLOUR AND PAINT COMPANY, LIMITED.—By an order made by Chitty, J. dated May 28, it was ordered that the company be wound up. Field and Co, Lincoln's inn fields, agents for Barlow and Co, Birmingham, solicitors for the petitioner.

CHARLES DRAKE AND CO., LIMITED.—Kay, J. has, by an order dated May 10, appointed Herbert Ernest Matthew Davies, 2, Gresham bldgs, Basinghall st, to be official liquidator.

DRUM SLATE QUARRY COMPANY, LIMITED.—Kay, J. has fixed June 18 at 1, at his chambers, for the appointment of a liquidator in substitution for Robert McLean McLean, who has been removed.

FAURE ELECTRIC ACCUMULATOR COMPANY, LIMITED.—Petition for winding up, presented June 3, directed to be heard before Bacon, V.C., on June 14. Snell and Co, George st, Mansion House, solicitors for the petitioners.

GLOBE STEAMSHIP COMPANY, LIMITED.—Petition for winding up, presented June 4, directed to be heard before Chitty, J., on June 14. Maples and Co, Frederick's pl, Old Jewry, agents for Bevan and Hancock, Bristol, solicitors for the petitioner.

INCE HALL COAL AND CANNEL COMPANY, LIMITED.—Petition for voluntary winding up, presented June 4, directed to be heard before Chitty, J., on June 14. Chester and Co, Staple inn, agents for Mayhew and Co, Wigan, solicitors for the petitioners.

NACFAT GOLD MINING COMPANY, LIMITED.—Petition for winding up, presented May 31, directed to be heard before Chitty, J., on June 14. Lee, Gresham bldgs, Basinghall st, petitioner in person.

VERNON, EWENS, AND CO., LIMITED.—Petition for winding up, presented June 5, directed to be heard before Bacon, V.C., on June 14. Francis and Johnson, Austinians, solicitors for the petitioners.

[Gazette, June 6.]

LONDON BANK OF UTAR (LIMITED).—Chitty, J. has fixed Wednesday, June 12, at 12, at his chambers for the appointment of an official liquidator.

LONDON AND DERBY ELECTRIC WIRE COMPANY, LIMITED.—Petition for winding up presented June 6, directed to be heard before Chitty, J., on Saturday, June 21. Wilkins and Co., Gresham House, Old Broad-street, solicitors for the petitioners.

MAITA RAILWAY COMPANY, LIMITED.—Petition for winding up presented June 7, directed to be heard before Kay, J., on Friday, June 20. Randle and Hobrow, Coleman-street, solicitors for the petitioner.

NEW NORTH STAFFORDSHIRE COAL AND IRON COMPANY, LIMITED.—Pearson, J. has fixed June 20 at 2 at his chambers for the appointment of a liquidator.

KRUTSFORD ESTATES COMPANY, LIMITED.—Chitty, J. has by an order dated December 19, appointed Henry Threlkeld Edwards, 68, Coleman-street, to be official liquidator.

NON-TARIFF FIRE INSURANCE COMPANY, LIMITED.—Creditors are requested, on or before June 30, to send their names and addresses, and the particulars of their debts or claims to Mr. Robert Milburn, 47, Little Britain. Friday, July 11, at 12, is appointed for hearing and adjudicating upon the debts and claims.

SOUTHAMPTON ROYAL HOTEL COMPANY, LIMITED.—Petition for winding up, presented June 7, directed to be heard before Bacon, V.C., on Saturday, June 21. Speechly and Co, New inn, Strand, agents for Kilby, Southampton, solicitor for the petitioner.

SUN AND NORTH AFRICAN TRADING COMPANY, LIMITED.—Pearson, J. has, by an order dated April 28, appointed Harrington Evans Broad, 35, Walbrook, to be official liquidator.

UNITED CAMBRIAN COPPER MINING COMPANY, LIMITED.—Kay, J. has, by an order dated May 28, appointed John Gascoigne Ladbury, Gresham bldgs, Basinghall st, to be official liquidator.

UNITED CAMBRIAN COPPER MINING COMPANY, LIMITED.—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to John Gascoigne Ladbury, 2, Gresham bldgs. Saturday, July 5, at 12, is appointed for hearing and adjudicating upon the debts and claims.

#### UNLIMITED IN CHANCERY.

RAMSGATE AND MARGATE TRAMWAYS COMPANY.—By an order made by Kay, J. dated May 23, it was ordered that the company be wound up. Atkinson and Dresser, Palmerston bldgs, Old Broad st, solicitors for the petitioner.

[Gazette, June 10.]

## CREDITORS' CLAIMS.

### CREDITORS UNDER 22 & 23 VICT. CAP. 35.

#### LAST DAY OF CLAIM.

ALLSOP, CHARLES, Walsall, Stafford. July 12. Crump, Walsall.

ARCHER, CHARLES, Hanover sq, Doctor of Medicine. June 30. Kimber and Co, Lombard st.

BUTCH, REV CHARLES DETHICK, Sutton Rectory, Bedford, Clerk in Holy Orders. July 6. Hooper and Co, Biggleswade, Beds.

BOLLAND, MARTHA, Dutton, Chester. June 30. Moss and Sharpe, Chester.

BUCKLEY, HELEN, Audenshaw, Lancaster. July 11. Hampson and Croose, Manchester.

BULKELEY, SIR RICHARD LEWIS MONTY WILLIAMS, Baronet. July 28. Taylor and Co, Field ct, Gray's inn.

COB, CHRISTOPHER JAMES, Dersingham, Norfolk, Gent. July 12. Partridge and Co, King's Lynn.

COLLIER, EDWARD, sen, Cranbourne st, Leicester sq. July 1. Collier, Ormond rd, Hotsey Rise.

DAVISON, SARAH, Heath View, Putney. June 30. Munns and Longden, Old Jewry.

DICKINSON, FREDERICK SMITH, Thornaby Grange, nr South Stockton, York, Farmer. July 1. Watson and Co, Stockton on Tees.

FARROW, HENRY, Bishopwearmouth, Durham, Retired Blockmaker. June 12. Pinkney, Sunderland.

GARNETT, SAMUEL, Clotton Hoofield, Chester, Carpenter. June 30. Walker and Co, Chester.

LATTA, JOHN, Liverpool, Cork Merchant. July 18. Barrell and Co, Liverpool.

At the 12th were ar Gold M 44 10s. Silver, nominal fair price

The receive price of application Novem it is 17 and Yo 4229, 12 preferer issue. The facilitie propriet Cannon provided



LEADRETT, THOMAS, Prescott, Lancaster, Watch Movement Maker. July 16.  
 Ansell and Eccles, St Helen's  
 LOW, GEORGINA FRANCIS LOUISA, Chester ter, Eaton sq. July 28. Taylor and  
 Co, Field ct, Gray's Inn  
 LUCAS, EBERHARD EDWIN, a Chief Engineer R.N. June 30. Dodge, St Martin's  
 pl, Trafalgar sq  
 MILLER, MARY, Godalming, Surrey. June 24. Mellersh, Guildford  
 MORTIMER, JOHN OGILBY, East India Dock rd, Poplar, Retired Storekeeper.  
 Within six weeks from May 27. Preston, Stratford  
 RAINS, SARAH, Southborough, nr Tonbridge Wells. June 23. Rains  
 RUSSELL, CHARLES, Castle Cary, Somerset, Esq. July 12. Russ, King William st  
 SMALLEY, THOMAS, Wombwell, Gent. June 14. Burkinshaw and Smalley,  
 Wombwell  
 SPENCER, JAMES, Leicester, Gent. Sept 1. Ingram and Moore, Leicester  
 STEPHENSON, JOHN, Holderness, York, Farmer. July 1. Watson and Co, Hull  
 SULLIVAN, EDWARD, Moss Side East, nr Manchester, Gent. Sept 29. Thomas  
 and Wharton, Manchester  
 WARD, JONATHAN, Leadgate, Durham, Shoemaker. June 28. Clayton and Gib-  
 son, Newcastle upon Tyne  
 WATTS, HENRY BROWN, Arnesly, Leicester, Farmer. Aug 1. Berridge and  
 Miles, Leicester  
 WILDMAN, ROBERT LEONARD, Kennington pk rd, Walworth, Paper Mill Agent.  
 June 24  
 WINTERS, SAMUEL, Chesterton, Cambridge, Farmer. July 31. Ginn and Mat-  
 thew, Cambridge  
 WOOD, EDWARD, Hastings. July 1. Phillips and Cheesman, Hastings.  
 [Gazette, May 30.]

## LEGAL NEWS.

In responding to the toast of "Her Majesty's Judges," at the Mansion House on Tuesday, the Master of the Rolls said that one of the reasons why her Majesty's judges were popular among those present was that they did not ask to be liked. The worst thing that a judge could do was to seek popularity. No authorities now possessed the power which was once exercised over the judges, but they had to contend against the authority of newspaper articles. A rather cynical judge, when told that he had been praised in an article, had exclaimed, "Good Heavens, my dear sir, did I make an awful fool of myself?" A second reason why her Majesty's judges were popular in that assembly was that they were hard-working men. From the 26th of October to the 13th of August they were hard at work. Sometimes perhaps they might have to decide whether Sir Leopold M'Cintock had steered his ship rightly, and next, whether the Archbishop of Canterbury had authority over the Lord Mayor's chaplain. A third reason why those present liked her Majesty's judges was that they were the only true reformers. Others tried to reform the law and made a mess of it. With the assistance of the Lord Chancellor they had determined on means which would get rid of most of the business which had accumulated, which was in itself a great reform. He would, however, advise them not to be too fond of the judges, and not to go to law at all. Law could not be quick or cheap, or be brought to every man's door. If that should become the case, it would be the greatest misfortune that could happen to the country. Again, they should not be so fond of judges as to have all their cases tried before judges alone. There was an old institution—a judge with a jury—that had worked well for centuries, and he thought that that was a safer tribunal to which to trust a question either of personal character or mercantile law than to any judge alone. Lastly, he would say to them, keep their judges under their own eye. Let them send them forth, but let them have them back again. A local judge must be either the greatest or the least man in his locality; it was much better that a judge's private individuality should be lost in this great city. It was also of the greatest advantage in every way to the judges always to have the power of consulting with one another.

## RECENT SALES.

At the Stock and Share Auction and Advance Company's sale, held on the 12th inst., at their sale-rooms, 58, Lombard-street, City, the following were among the prices obtained:—Thames Barge £5 shares, £3; Kapanga Gold Mine, 4s.; River Plate Telephone and Electric £5 preference shares, £4 10s.; Investors' Co-operative Society £1 shares, 15s. paid, £5; Tannus Silver, Lead, and Copper 8 per cent. preference shares, 18s.; a Block Lot—nominal value £559, £10 10s.; and other miscellaneous securities fetched fair prices.

The directors of the West Lancashire Railway Company are prepared to receive applications for £250,000 5 per cent. 1884 debenture stock at the price of par or £100 per £100 stock, of which 5 per cent. is payable on application and the remainder in instalments extending to the 15th of November next. The railway was opened for traffic in April last year; it is 17 miles long, and has running powers over 10 miles of the Lancashire and Yorkshire Company to Blackburn. The capital of the company is £299,126 five per cent. debenture stock, all issued and paid up, £587,000 preference and ordinary shares, all issued and paid up, and the present issue.

The proprietors of the National Stock Exchange draw attention to the facilities they offer for dealing in shares. No commission is charged, the proprietors taking only the dealer's turn of profit. The office is at 110, Cannon-street, where a telephone and other telegraphic conveniences are provided.

## SALES OF ENSUING WEEK.

June 14.—Messrs. PRIOR & NEWSON, at the Queen's Hotel, Hastings, Freehold Estate (see advertisement, May 31, page 4).  
 June 16.—Messrs. WEATHERALL & GREEN, at the Mart, at 2 p.m., Leasehold Property (see advertisement this week, p. 7).  
 June 17.—Messrs. DABENHAM, TEWSON, FARMER & BRIDGEWATER, at the Mart, at 2 p.m., Freehold, Leasehold, and Copyhold Estates (see advertisement this week, page 2).  
 June 17.—Mr. GEORGE LANGRIDGE, at the Crown Hotel, Tonbridge, at 4 p.m., Freehold Estate (see advertisement this week, page 11).  
 June 18.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2 p.m., Freehold Estate (see advertisement this week, page 13).  
 June 18.—Mr. F. ELLIS MORRIS, at the Mart, at 2 p.m. Leasehold Property (see advertisement, May 31, page 3).  
 June 19.—Messrs. DEREHAM, TEWSON, FARMER & BRIDGEWATER, at the Mart, at 2 p.m., Freehold and Leasehold Properties, Reversions, &c. (see advertisement this week, page 3).  
 July 19.—Messrs. FULLER, HORSEY, SONS & CASSELL, at the Mart, at 2 p.m., Freehold Property and Building Land (see advertisement this week, page 7).  
 June 20.—Messrs. NORTON, TRIST, WATNEY & Co., at the Mart, at 2 p.m., Freehold and Leasehold Properties and Reversion (see advertisement, June 7, page 6, and this week, page 1).  
 June 20.—Messrs. WARD & CLARK, at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisement, June 7, page 5).

## BIRTHS, MARRIAGES, AND DEATHS.

### BIRTHS.

BLAKE ODGER.—June 9, at Savile House, 71, Fitzjohn's-avenue, Hampstead, N.W., the wife of W. Blake Odgers, barrister-at-law, of a daughter.  
 LAMAISON.—June 6, at Southwold, Kenley, Surrey, the wife of William E. Lamaison, of the Inner Temple, barrister-at-law, of a daughter.

### MARRIAGES.

BANES—GREENHILL.—June 4, at Glasgow, Arthur Alexander Banes, solicitor, to Mary Cameron, daughter of the late Dr. Duncan Greenhill, of Rutherglen.  
 SETH-SMITH—LARKINS.—April 24, at Bishop's Court, Auckland, New Zealand, Hugh Garden Seth-Smith, Judge of the District Court of Auckland, to Florence McLeod, daughter of Frederick Larkins, of Remuera.

## LONDON GAZETTES.

### Bankrupts.

Under the Bankruptcy Act, 1869.  
 BANKRUPTCIES ANNULLED.

FRIDAY, June 6, 1884.

Rowley, Hugh, Sloane st, Chelsea. May 29

THE BANKRUPTCY ACT, 1883.

FRIDAY, June 6, 1884.

RECEIVING ORDERS.

Bothamley, James Frederick, Eastwood, Nottinghamshire, Linen Draper. Derby. Pet May 24. Ord June 4. Exam June 21  
 Caesar, Charles, Newport, Monmouthshire, Ship Store Merchant. Newport, Mon. Pet May 24. Ord June 4. Exam June 18 at 11  
 EYRE, George, Ewelme, Oxfordshire, Gent. Oxford. Pet May 13. Ord May 28.  
 Miller, Julius Samuel, Gray's-inn chbrs, High Holborn, Solicitor. High Court. Pet June 4. Ord June 4. Exam July 10 at 11 at 34, Lincoln's-inn-fields  
 Nixon, Matthew, Harrogate, Gent. York. Pet June 4. Ord June 4. Exam July 8 at 2  
 Payne, Nathaniel Crosse, Oxford, Greengrocer. Oxford. Pet May 23. Ord June 4. Exam June 19 at 12.30  
 Perkins, Samuel, Knowle, Warwickshire, Baker. Birmingham. Pet May 31. Ord June 4. Exam July 17  
 Riley, John Henry, Halifax, Wool Stapler. Halifax. Pet June 4. Ord June 4. Exam July 17  
 Siddall, George, Dronfield, Derbyshire, Auctioneer. Chesterfield. Pet June 3. Ord June 4. Exam July 2  
 Smith, Herbert James, Buxton, Norfolk, Butcher. Norwich. Pet May 22. Ord June 4. Exam June 18 at Shirehall, Norwich Castle  
 Strauss, Charles, Newcastle on Tyne, Boot Manufacturer. Newcastle on Tyne. Pet June 4. Ord June 4. Exam June 12  
 Wainwright, Henry, Maidenhead, Licensed Victualler. Windsor. Pet May 24. Ord June 3. Exam June 28 at 11  
 West, William, Leytonstone, Essex, Stevedore. High Court. Pet June 3. Ord June 3. Exam July 15 at 11 at 34, Lincoln's-inn-fields  
 Young, Benjamin, Leicester, Boot Dealer. Leicester. Pet May 24. Ord June 4. Exam July 9

The following amended notice is substituted for that published in the London Gazette of June 3, 1884.

Grills, George Henry, Churchstow, Devonshire, Farmer. East Stonehouse. Pet May 15. Ord May 29. Exam June 24 at 12

### FIRST MEETINGS.

Bothamley, James Frederick, Eastwood, Nottinghamshire, Linen Draper. June 14 at 12. Official Receiver, St James's chbrs, Derby  
 Clarke, Robert, Fiskerton, Nottinghamshire, Draper. June 16 at 11. Official Receiver, Exchange walk, Nottingham  
 Crisp, Alfred, Malden rd, Kentish Town, Licensed Victualler. June 17 at 1. 33, Carey st, Lincoln's inn  
 Elliot, Thomas, Ormesby St Margaret, Norfolk, Farmer. June 13 at 2.30. Mr. Lovewell Blake, South Quay, Gt Yarmouth  
 EYRE, George, Ewelme, Oxfordshire, Gent. June 16 at 11.30. Official Receiver, 125, High st, Oxford  
 Fisher, Isaac, and John William Fisher, Manchester, out of business. June 19 at 3. Official Receiver, Ogden's chbrs, Bridge st, Manchester  
 Fisher, Isaac (Separate Estate), Manchester, out of business. June 19 at 3.15. Official Receiver, Ogden's chbrs, Bridge st, Manchester  
 Fisher, John William (Separate Estate), Manchester, out of business. June 19 at 3.20. Official Receiver, Ogden's chbrs, Bridge st, Manchester  
 Groves, William George, Woodford, Essex, Surgeon. June 17 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
 Hixson, Charles Joseph, Hunter st, Brunswick sq, Coppersmith. June 16 at 11. 33, Carey st, Lincoln's inn  
 Hudson, John, Carrington, Nottingham, Machinist. June 14 at 12. Official Receiver, Exchange walk, Nottingham  
 Hughes, Richard, Festiniog, Merionethshire, Shoemaker. June 13 at 12. Mr. J. Cadwaladr, Blaenau Ffestiniog  
 Husted, John Lloyd, and John Sutton, Walsall, Staffordshire, Charter Masters. June 13 at 3. Official Receiver, Bridge st, Walsall  
 Iles, Henry William, Leyton, Essex, Commission Agent. June 16 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

Moser, Walter Edward, Doughty Hall, Jockey's Fields, Basket Manufacturer. June 17 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 Perkins, Samuel, Knowle, Warwickshire, Baker. June 13 at 11. Official Receiver, Whitehall chhrs, Colmore row, Birmingham.  
 Pickup, James, and John Henry Pickup, Waterfoot, Lancashire, Drysalters. June 18 at 2. Market Hotel, Market st, Bacup.  
 Pugh, William Henry, Bristol, Grocer. June 17 at 12.30. Official Receiver, Bank chhrs, Bristol.  
 Riley, John Henry, Halifax, Woolstapler. June 17 at 12. Official Receiver, Townhall chhrs, Croseley st, Halifax.  
 Saunders, Frederick, Church rd, Essex rd, Solicitor's Clerk. June 16 at 3. 33, Carey st, Lincoln's inn.  
 Savory, Henry, Newark upon Trent, Nottinghamshire, Boot Maker. June 18 at 12. Official Receiver, Exchange walk, Nottingham.  
 Smith, Charles, Regent st, Tallor. June 16 at 1. 33, Carey st, Lincoln's inn.  
 Strauss, Charles, Newcastle on Tyne, Boot Manufacturer. June 17 at 11. Official Receiver, County chhrs, Westgate rd, Newcastle on Tyne.  
 Tatton, Peter Joseph, Lark lane, nr Liverpool, Lancashire, Jeweller. June 17 at 2. Official Receiver, Lisbon bldgs, Victoria st, Liverpool.  
 Taylor, Frederick, and John Taylor, Bradford, Yorkshire, Corn Factors. June 18 at 11. Official Receiver, Ivetate chhrs, Bradford.  
 Watts, John, Chertsey, Ironmonger. June 18 at 11. 28 and 29, St Swithun's lane.  
 Windle, J. T., Liverpool, Builder's Merchant. June 17 at 3. Official Receiver, Lisbon bldgs, Victoria st, Liverpool.

## ADJUDICATIONS.

Bratby, George Smith, Derby, Gunsmith. Derby. Pet May 17. Ord June 3.  
 Eyre, George, Ewelme, Oxfordshire, Gentleman. Oxford. Pet May 13. Ord June 4.  
 Fortune, Samuel, Carrington, Nottingham, Yarn Agents' Salesman. Nottingham. Pet April 29. Ord June 3.  
 Miller, Julius Samuel, Gray's inn chhrs, High Holborn, Solicitor. High Court. Pet June 4. Ord June 4.  
 Moratfin, N. A., Liverpool, out of business. Liverpool. Pet March 28. Ord June 4.  
 Palmer, George, Luton, Bedfordshire, Builder. Luton. Pet May 8. Ord June 3.  
 Peacock, Thomas, New Church rd, Camberwell, Manufacturer of Children's Clothing. High Court. Pet May 10. Ord June 4.  
 Porter, James, Fenchurch st, Merchant. High Court. Pet May 8. Ord June 4.  
 Remington, John Frederick, Hyde, Hendon, Horse Dealer. High Court. Pet April 19. Ord June 4.  
 Savory, Henry, Newark upon Trent, Nottinghamshire, Boot Maker. Nottingham. Pet May 28. Ord June 3.  
 Siddall, George, Dronfield, Derby, Auctioneer. Chesterfield. Pet June 3. Ord June 4.  
 Smalle, John, Newcastle on Tyne, Clerk. Newcastle on Tyne. Pet May 31. Ord June 4.

## TUESDAY, June 10, 1884.

## RECEIVING ORDERS.

Bedwell, George, Southend, Boot Manufacturer. Chelmsford. Pet June 5. Ord June 5. Exam June 28.  
 Bloom, Louis, West Hartlepool, Draper. Sunderland. Pet June 5. Ord June 5. Exam June 12 at 2.30.  
 Campbell, Thomas, West Hartlepool, Grocer. Sunderland. Pet May 3. Ord June 5. Exam June 19 at 2.30.  
 Cliff, James, Leicester, Egg Merchant. Leicester. Pet June 5. Ord June 6. Exam July 9 at 10.  
 Corbett, Charles, Aston, Warwickshire, Builder. Birmingham. Pet June 5. Ord June 5. Exam June 19.  
 Hagood, James, Bristol, Ship Owner. Bristol. Pet June 7. Ord June 7. Exam June 27 at 12 at Guildhall, Bristol.  
 Hadley, Simeon Charles, Knightbridge st, Alderman. High Court. Pet May 23. Ord June 7. Exam July 18 at 11 at 34, Lincoln's inn fields.  
 Higham, Thomas Russell, St Neot, Cornwall, Grocer. East Stonehouse. Pet May 30. Ord June 8. Exam June 27 at 12.  
 Horton, Ellen, Kate Horton, and Clara Horton, Southsea, Milliners. Portsmouth. Pet June 5. Ord June 5. Exam June 23.  
 Hudson, John William, Nottingham, Timber Merchant. Nottingham. Pet June 6. Ord June 6. Exam July 17.  
 Kirby, Walter Frederick, Northampton, Baker. Northampton. Pet May 24. Ord June 7. Exam July 2.  
 McDonald, George, Liverpool, Pawnbroker. Liverpool. Pet May 26. Ord June 5. Exam June 16 at 12.  
 McNeil, David, Plymouth, Stationer. East Stonehouse. Pet June 4. Ord June 5. Exam June 27 at 12.  
 Mellor, Thomas, Sheffield, Grocer. Sheffield. Pet June 5. Ord June 5. Exam July 3 at 11.30.  
 Miller, Henry, Worthing, Retired Clerk. Brighton. Pet May 17. Ord June 5. Exam June 26 at 12.  
 Morris, John, Blaenau Festiniog, Grocer. Bangor. Pet June 6. Ord June 6. Exam July 9 at 12.30.  
 Neil, Robert, Bradford, Stuff Merchant. Bradford. Pet June 5. Ord June 5. Exam June 24 at 12.  
 Parkin, Thomas, Hereford, Chemist. Hereford. Pet May 28. Ord June 6. Exam June 24.  
 Pilliner, Edward, Brockley, Kent, no occupation. Greenwich. Pet June 5. Ord June 6. Exam July 1 at 1.  
 Prince, Paul, Croxden, Staffordshire, Farmer. Stoke upon Trent and Longton. Pet June 5. Ord June 6. Exam June 29 at 11.15.  
 Rollinson, Thomas, and Walter Rollinson, Side, near Dewsbury, Yorkshire, Joiners. Dewsbury. Pet June 5. Ord June 5. Exam June 24.  
 Sharman, Joseph Lewis, Northampton, Shoemaker. Northampton. Pet May 23. Ord June 7. Exam July 2.  
 Thomas, James, Berriew, Montgomeryshire, Lime Merchant. Newtown. Pet June 7. Ord June 7. Exam June 20 at 10.45.  
 Walker, Thomas Henry, Crawford st, Hat Maker. High Court. Pet June 6. Ord June 7. Exam July 15 at 11 at 34, Lincoln's inn fields.

## FIRST MEETINGS.

Caesar, Charles, Newport, Monmouthshire, Ship Chandler. June 17 at 12. Official Receiver, 34, Bridge st, Newport.  
 Cliff, James, Leicester, Egg Merchant. June 20 at 3. Official Receiver, 28, Friar lane, Leicester.  
 Coleman, Henry, no fixed abode, of no occupation. June 18 at 12. County Court bldgs, Northampton.  
 Corbett, Charles, Aston, Warwickshire, Builder. June 18 at 11. Official Receiver, Whitehall chhrs, Colmore row, Birmingham.  
 Crook, Robert, Stoke Newington rd, Lead Merchant. June 20 at 1. 33, Carey st, Lincoln's inn.  
 Davis, James, Bridge rd, Battersea, Secretary to London and San Francisco Bank. June 19 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 Horrell, George Henry, Wallis rd, Hackney Wick, Bedstead Manufacturer. June 20 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 Jacobs, Chapman, Gloucester crescent, Regent's park, Box Manufacturer. June 19 at 3. 33, Carey st, Lincoln's inn.  
 Lambert, Joseph, Gt Dover st, Surrey, Artificial Florist. June 19 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 McDonald, George, Liverpool, Pawnbroker. June 18 at 2. Official Receiver, Lisbon bldgs, Victoria st, Liverpool.  
 McNeil, David, Plymouth, Stationer. June 19 at 2. Cannon st Hotel.

Miles, James, Wokingham, Berkshire, Carman. June 19 at 12. Queen's Hotel, Reading.  
 Morris, John, Blaenau Festiniog, Merionethshire, Grocer. June 17 at 3.15. Official Receiver, Crypt chhrs, Chester.  
 Neil, Robert, Bradford, Stuff Merchant. June 19 at 11. Official Receiver, Ivetate chhrs, Bradford.  
 Nelson, William James, Liverpool, Accountant. June 19 at 2. Official Receiver, Lisbon bldgs, Victoria st, Liverpool.  
 Payne, Nathaniel Crosse, Oxford, Greengrocer. June 19 at 11.30. Official Receiver, 126, High st, Oxford.  
 Potchett, Charles Creswell, Fann st, St Luke, Cork Sock Manufacturer. June 19 at 1. 33, Carey st, Lincoln's inn.  
 Rollinson, Thomas, and Walter Rollinson, Side, nr Dewsbury, Joiners. June 19 at 5. Official Receiver, Bank chhrs, Badley.  
 Siddall, George, Dronfield, Derbyshire, Auctioneer. June 17 at 2.45. Law Society's Rooms, 6, Paradise sq, Sheffield.  
 Verity, John Greaves, Ingleton, Yorkshire, Common Brewer. June 23 at 11.30. Official Receiver, 87, Stramontgate, Kendal.  
 Young, Benjamin, Leicester, Boot Dealer. June 18 at 3. 28, Friar lane, Leicester.

## ADJUDICATIONS.

Barron, Davey Maples, Peterborough, Printer. Peterborough. Pet May 22. Ord June 6.  
 Bedford, Thomas, Horsham, Sussex, Solicitor. Brighton. Pet May 22. Ord June 6.  
 Binn, William James, Leeds, Commission Agent. Leeds. Pet May 29. Ord June 5.  
 Bye, George, Sheffield, Grocer. Sheffield. Pet May 8. Ord June 6.  
 Cooper, William, Halstead, Essex, Well Borer. Colchester. Pet May 17. Ord June 5.  
 Davis, George Henry, Wynford rd, Caledonian rd, Bricklayer. High Court. Pet April 1. Ord June 4.  
 Firth, George, Leeds, Dyer. Leeds. Pet May 15. Ord June 4.  
 Goffe, Charles, Hindon st, Pimlico, Boot Dealer. High Court. Pet May 7. Ord June 6.  
 Gottgetreu, Charles Gustav, Aldersgate st, Importer of Fancy Stationery. High Court. Pet April 21. Ord June 6.  
 Gould, George Domett, Leeds, Solicitor. Leeds. Pet May 29. Ord June 5.  
 Harries, Henry Davies, Leeds, Restaurant Proprietor. Leeds. Pet May 17. Ord June 5.  
 Hyamson, Samuel, Marquis rd, Canonbury, no occupation. High Court. Pet May 10. Ord June 6.  
 Lumley, James Edward, Margaret st, Clerkenwell, Wholesale Confectioner. High Court. Pet April 8. Ord June 6.  
 Nelson, William James, Liverpool, Accountant. Liverpool. Pet May 13. Ord June 5.  
 Parkin, Thomas, High Town, Hereford, Chemist. Hereford. Pet May 28. Ord June 7.  
 Payne, Nathaniel Crosse, Oxford, Greengrocer. Oxford. Pet May 23. Ord June 5.  
 Pickles, Henry, Moor Allerton, near Leeds, Mason. Leeds. Pet May 29. Ord June 5.  
 Prince, Paul, Croxden, Staffordshire, Farmer. Stoke upon Trent and Longton. Pet June 5. Ord June 6.  
 Rollinson, Thomas, and Walter Rollinson, Side, nr Dewsbury, Yorkshire, Joiners. Dewsbury. Pet June 5. Ord June 6.  
 Tobias, Alexander John, and Henry Ashur Tobias, Liverpool, Chemical Brokers. Liverpool. Pet May 1. Ord June 6.  
 Walker, Thomas Henry, Crawford st, Hat Manufacturer. High Court. Pet June 6. Ord June 7.  
 Witter, Frederick, Wavertree, Lancashire, Coal Merchant. Liverpool. Pet May 29. Ord June 7.  
 Wood, John Olive, King William st, Charing Cross, Jeweller. High Court. Pet April 1. Ord June 6.

## ADJUDICATION ANNULLED.

Thunwood, Charles, Slough, Buckinghamshire. Windsor. Adj Mar 11. Ann May 31.

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